

Solicitors' Journal & Reporter.

LONDON, NOVEMBER 30, 1878.

CONTENTS.

JOURNAL.

CURRENT TOPICS:—

The Legal Adviser to the Government of Cyprus	75
The New Offices of the Courts	75
The Agar-Ellis case	75
Solicitor's Lien	75
Illustrations of Acts to Parliament	76

LEADERS:—

The Utility of Indictments	76
The Judicial Statistics, 1877	77

REVIEWS	79
---------------	----

GENERAL CORRESPONDENCE	81
------------------------------	----

CASES OF THE WEEK	82
-------------------------	----

SOCIETIES	85
-----------------	----

APPOINTMENTS	85
--------------------	----

The Late Clerk of the Incorporated Law Society	86
--	----

LEGAL NEWS	86
------------------	----

LAW STUDENTS' JOURNAL	86
-----------------------------	----

COURT PAPERS	87
--------------------	----

LONDON GAZETTES, &c., &c.	89
--------------------------------	----

NOTES OF CASES.

The Overseers of Walsall and others v. The London and North-Western Railway Company	82
In re The Florence Land Company	82
Ex parte Odell	82
Hankin v. Turner	83
Littler v. Rhyl Improvement Commissioners	83
The Emma Silver Mining Company v. Grant	84
Evans v. Davis	84
Grove v. Grove	84

REPORTS.

Adam's Settled Estates, In re (V.C.M.)	110
Ashworth v. Outram (App.)	99
Carter, Ex parte. In re Ware (App.)	106
Davies and others v. Felix and others (App.)	108
Estate of William Jones (deceased), In re The (V.C.M.)	108
Fletcher v. Rodgers (App.)	97
Hancock v. Guerin (Ex.Div.)	112
Homer v. Homer (App.)	101
Inley v. Jones (Ex.Div.)	111
Leach v. Jay (App.)	99
Newmarch, In re. Newmarch v. Storr (App.)	104
Noyes v. Crawley (V.O.M.)	109
Provident Permanent Building Society v. Greenhill (V.C.B.)	110
Taylor v. Batten (App.)	106
Thomas and another v. Oxley (Ex.Div.)	111
Wells v. Mitcham Gas Company (Ex.Div.)	112
Williams v. Williams (App.)	109

To CORRESPONDENTS.—All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer. The Editor cannot undertake to return MSS. forwarded to him.

Notes for the Ensuing Week.

Solicitors' Certificates expired November 15; should be renewed.

CURRENT TOPICS.

Mr. CHARLES A. COOKSON, H.M.'s Consul at Alexandria, and judge of H.M.'s Chief Consular Court for Egypt, who was, in August last, appointed legal adviser to the Government of Cyprus, has been appointed to be an ordinary member of the Executive Council, and an official member of the Legislative Council of the island. Mr. C. A. Cookson is a graduate of Oriel College, Oxford, and was called to the bar in Hilary Term, 1867. He is a brother of Mr. Montague Cookson, Q.C.

WITH REFERENCE to the statement by a correspondent of the *Times* that the time for taking possession of the new offices in Bell-yard was fixed for the 17th of January, we believe that the registrars of the Chancery Division had not, up to Thursday, received any information as to the time at which they are to enter into occupation of their new offices.

THERE HAS BEEN the usual amount of correspondence and discussion about the decision of the Court of Appeal in the *Agar-Ellis* case; but there was really only one doubtful point in the matter. That a father cannot abdicate his right to control the religious education of his children beforehand, by ante-nuptial agreement that the children shall be brought up in the religion of the mother is, of course, too clear for argument. Such a promise is absolutely void. The husband, in the recent case, had expressly avowed his intention to treat the ante-nuptial promise as void, and had asserted and acted upon his legal rights. So far, therefore, as regarded the question between husband and wife as to his right to remove the children from the influence of the mother there could really be no question. But, as between the father and his children, an attempt was made in the recent case to apply the observations in *Stourton v. Stourton* (8 De G. M. & G. 760), where, with reference to a child ten years of age, Lord Justice Turner said that "where the application to this court has been delayed, and the children have been suffered to receive religious impressions different from those which the father entertained, other and far more serious considerations present themselves—the wishes of the father may be in conflict with the well-being and even with the safety of the children—and in order to ascertain whether this is the case or not it becomes necessary to see what is the extent of the impression which has been made upon the minds of the children, and to consider what may be the danger of disturbing that impression. . . . That the minds of children are capable at a very early age of receiving strong impressions upon matters of religion, as well as upon other matters, is not to be denied; and having seen the infant plaintiff in this case, and considered what passed at our interview with him, I am satisfied that his mind has received impressions, and strong impressions too, upon religious subjects which are at variance with the faith which his father professed. I have felt bound to consider, therefore, what might be the result of disturbing those impressions." It was contended, on the authority of this case, that the court ought to examine the children in order to satisfy themselves that the father was about to disturb "religious impressions to a depth and an extent rendering dangerous and improper any attempt at important change in them." This the court refused to do, (although some of the children were older than the child in *Stourton v. Stourton*), on the ground that the law has made the father the proper and sole judge of the question as to whether it is right and for the welfare, temporal and spiritual, of the children that he should take means to counteract the past teaching of the children and undo its effect. The father could not be said to have abdicated his authority in this respect by a proceeding taken in order to enforce it, and he had not lost the right to direct the religion in which his children should be brought up by neglecting to assume the parental duty of educating his children; for from the time of the birth of the eldest child he had adhered to his determination that the children should be brought up in his faith. The point of doubt—and we are inclined to think it even more doubtful than the court seems to have held it—was whether, in such a case, the court ought to interfere at all. Whatever may be the rule on the technical ground of the protection of wards, we confess we find it difficult to see any ground in reason why the court should be called upon to help a father to rule his own family.

THE SOLICITOR'S LIEN upon documents, as was pointed out by Lord Ellenborough, arises only where the documents come into the possession of the solicitor in that character and in the course of his professional employment for his client (*Stevenson v. Blakelock*, 1 Mau. & S. p. 452). And in *Vaughan v. Vanderstegen* (2 Drew. 409), Vice-Chancellor Kindersley held that a solicitor into whose hands deeds came, not as solicitor but as mortgagee, was

not entitled to a lien as solicitor for his bill of costs (see also *Pelley v. Wathen*, 7 Hare, 351). The question arose on Wednesday, in a case of *Sheffield v. Eden* before the Court of Appeal, under these circumstances:—The owner of some land, which was already subject to a first mortgage, executed a second mortgage of it in favour of his solicitor to secure an advance made by him. The action was brought by the solicitor against the mortgagor, the first mortgagee, and a third and a fourth mortgagee, claiming to redeem the first mortgage, and to foreclose the third and fourth mortgagees and the mortgagor in default of their redeeming the plaintiff. At the trial before Fry, J., judgment was given in the ordinary form for the redemption of the plaintiff's mortgage by the third and fourth mortgagees. Afterwards the plaintiff, who claimed a lien on his mortgage deed for the costs of its preparation, which the mortgagor had not paid, applied to Fry, J., to add to the judgment a special direction to enable him to enforce this lien, by including the costs in question in the amount to be paid to redeem the plaintiff. Fry, J., refused the application, and his decision was affirmed by the Court of Appeal. In support of the appeal it was urged that the solicitor had prepared the mortgage deed on the instructions of his client, the mortgagor, who, even as between mortgagor and mortgagee, was liable to pay the costs of its preparation. At any rate, until its actual execution, the deed was the property of the mortgagor, and the solicitor's lien for costs attached, and this lien could not be destroyed by the execution of the mortgage. If the mortgage deed then became the property of the solicitor as mortgagee, still it did not become his absolute property; he had only a qualified property in it subject to the mortgagor's right of redemption. Lord Justice James, however, said that the mortgage deed never was in any sense the client's property. It was the mortgagee's own deed; he prepared it on his own behalf as mortgagee, not in the character of solicitor to the mortgagor, though as mortgagee he had a right to be paid the costs of its preparation by the mortgagor. A solicitor's lien for costs only attached to documents which he was holding for his client as his client's property. The solicitor as mortgagee had a right to part with the mortgage deed to any one to whom he chose to transfer the mortgage or to sell the property under his power of sale. He could not do that with a deed which was his client's property. The supposed right of lien, therefore, never existed at all.

SOME OF THE ADMIRERS of the Indian mode of framing statutes have regretted that, in drafting the new Criminal Code, Sir J. F. Stephen did not, as in the case of the Evidence Bill which he prepared in 1873, append to each section one or more illustrations explanatory of the language of the section. In the preface to his "Digest of the Law of Evidence" Sir J. F. Stephen himself remarks, "that illustrations might be used with advantage in Acts of Parliament, though I am aware that others take a different view." As it is possible that the desirability of appending illustrations may be pressed upon the committee which is now occupied in revising the Bill, it may be worth while to draw attention to some observations on this subject made by Sir Robert Stuart, the Chief Justice of the North-West Provinces, in a case of *Nanak Ram v. Mehur Lal* (L. R. 1 All. 487), where, after characterizing a particular illustration in the Indian Contract Act as "so vague and bald as to be open to misapprehension," he said he would "infinitely prefer to have the bare and simple language of the Act itself, without appendages of any kind." Of the "illustrations" generally, he observed that "they merely go to show the intention of the framers of the Acts, and in that and in other respects they may be useful, provided they are correct. In this country, where the administration of the law is for the most part con-

ducted by those who are not only not professional lawyers, but who have had no legal education or training in any proper or rational sense of the term, the Legislature acts with wisdom and salutary consideration for the interests of justice by putting into the hands of judicial officers appliances such as the illustrations in question for their guidance and direction in the performance of their duties. But for myself, I can truly say I have never experienced their utility, and I fear they sometimes mislead, and I observe they are more regarded in the subordinate courts in these provinces, and even by the pleaders of this High Court, than is the paramount language of the Act itself, of which, however, as I have remarked, they, strictly speaking, form no part." It should be mentioned that many of the illustrations which were incorporated in the earlier codes were founded on cases which had actually arisen and been decided in England.

THE UTILITY OF INDICTMENTS.

WE have on several occasions expressed our opinion with regard to the antiquated, cumbrous, and useless character of our present system of criminal pleading. In cases of conspiracy and fraud the counts in an indictment are frequently numbered by scores, great expense is incurred, a quantity of human labour and parchment is wasted, and no person on earth is benefited in the smallest degree except the counsel who draws the indictment, and sometimes a prisoner who gets off by reason of a flaw in it.

The recent case of *Bradlaugh v. The Queen* (26 W. R. 410, L. R. 3 Q. B. D. 607) impels us to return to this subject. Certainly the powers that be have not been fortunate in their proceedings against Mr. Bradlaugh. He is almost, if not quite, as difficult to bring to book as a Ritualist parson. An Englishman's habits of thought and experience with regard to legal matters do not enable him fully to enjoy the humour of the situations which our great legal drama often presents, but some foreign philosopher, with a taste for the ludicrous, studying the manners and habits of Englishmen from the impartially distant point of view from which a naturalist studies the habits of ants, could hardly fail sometimes to find considerable amusement in the contemplation of the processes of our criminal and quasi-criminal law. To take the case we are now discussing: a great many days are taken up by a trial before a pre-eminently august personage clad in scarlet and ermine, whose time is worth so much a minute—we really do not remember the exact amount which a calculation made not long ago in the pages of a contemporary assigned as the value of a judicial minute, but we know it is very great. The public mind is deeply exercised on the question of what constitutes obscenity, and much greater publicity is given to the work supposed to be objectionable than by any other conceivable method could have been rendered possible. The jury having returned a verdict of guilty, the culprits are, we will assume—though we do not really remember how that was—admonished with due solemnity as to the heinousness of the offence of depraving and debauching the public mind, and are sentenced to a period of imprisonment. But behold shortly after, about the time when the adherents and admirers of Mr. Bradlaugh and liberty are about to regard him as a martyr in the cause of freedom of speech and thought, it turns out that the time of the pre-eminently august personage in scarlet and ermine at so much a minute, and his solemn admonitions, have been altogether thrown away, that the public need not have troubled themselves, and that the only substantial result of all that has taken place is that the very junior bar of England have been provided with daily amusement gratis for a considerable period by a very questionable performance in the Queen's Bench. For it subsequently proves that the indictment being bad, the whole proceedings are a nullity.

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The first observation that would probably suggest itself to the impartial philosopher whom we have pictured to ourselves above is that it seems somewhat unfortunate that the goodness of the indictment—that is to say, the form in which the charge is shaped—should not be determined before the question whether the prisoner is, in fact, guilty of it is tried—i.e., before the highest personage on the bench of criminal justice is set to apply his rare powers of legal analysis and investigation to a protracted and entirely futile inquiry, before the public mind is debauched by the familiarity with licentious discussion of delicate topics which the trial entails, and before the junior bar of this country are withdrawn for many days from the study of Broom's Commentaries and other standard works, upon their acquaintance with which our future welfare as a nation so much depends.

Again, it is worth while to inquire with regard to the question as to the utility of indictments what the particular fault of this indictment was. It was that the *Fruits of Philosophy*, the work complained of as obscene, was not set out at length in the indictment, or at least passages taken from it and set out verbatim. Could a greater depth of absurdity be conceived in the legal doctrine or practice of any semi-barbarous nation than the result of this doctrine as applied to the case before us? We do not mean to blame the judges of the Court of Appeal, for probably they were really bound by authority, although we must say a good many of the authorities they cited seem to us to be beside the mark. Here is a book of which probably fifty copies were in court, any one of which the defendants would have admitted to be a correct copy. What was actually complained of was indicated with abundant clearness in the course of the evidence. The defendants perfectly well knew what they had to meet, and endeavoured to meet it with great ability. No human being could have been benefited by a number of law stationers' clerks having been employed to scribble on parchment day and night what no one would afterwards read. It will be said that it really cannot be necessary to indict in respect of the whole book, and that such a course ought to be discouraged. We have not read the "*Fruits of Philosophy*," and, therefore, cannot tell how far it might have been possible to select passages, but it is abundantly clear to any person who looks at the thing broadly, that the indictment was really in respect of the whole book. The book, from what we gathered, undoubtedly described and discussed things, the mention and discussion of which involves the risk of exciting in many minds obscene ideas, but that alone is inconclusive. A medical work is open to the same remark. The question really turned on the morality or immorality of the object proposed. No information could have been given or useful purpose served by setting out any portion of the work in the indictment. The cases with regard to slander and false pretences and such like matters, to which the judges refer in the Court of Appeal as similar to the present case, are really entirely dissimilar. It is obvious that there could be no sufficient identification of the subject-matter of the charge in those cases unless the words were set forth.

As we have said before, we believe the judges of the Court of Appeal were right, having regard to the authorities and the learning of indictments. But, surely, the whole case clearly shows the difficulties that the "indictment" system necessarily entails, and the advisability of as speedily as possible making the learning of indictments a dead letter. If instead of an indictment "particulars" might be ordered to be given to a person charged with an offence, and it were left to the judge at the trial to say how far such particulars were sufficient, and what ought fairly to be admitted in the way of evidence under them, such an absurdity as the result of the case of *Bradlaugh v. The Queen* could not again occur.

THE JUDICIAL STATISTICS, 1877.

CRIMINAL PROCEEDINGS.

THE number of persons for trial in 1877 was 15,890, against 16,078 in 1876; showing a decrease of 188 or 1·1 per cent., the number for 1876 showing an increase of 1,364, or 9·2 per cent. as compared with the number for 1875. In 1877, under Class I.—offences against the person—the decrease amounted to 230; but the commitments for murder were 3 more than in 1876. Under Class II.—offences against property with violence—there was an increase amounting to 58. Under Class III.—offences against property with violence—the increase amounted to 19. Under Class IV.—malicious offences against property—there was a decrease of 21. Under Class V.—forgery and offences against the currency—a decrease of 18. And under Class VI.—offences not otherwise classed—an increase of 4. Of the 15,890 persons tried, 7,079 were tried at the county quarter sessions courts, 1,898 at the Middlesex County Sessions, 3,162 at the borough sessions courts, 2,700 at the circuit assize courts, and 1,051 at the Central Criminal Court; and the results were as follows:—

	1877.	1876.
Accquitted and discharged	3,903	3,841
Detained as insane	45	42
Sentenced to death	34	32
" " penal servitude	1,639	1,783
" " imprisonment, &c.	9,793	10,029
" " reformatories, &c.	184	145
" " fine or discharge on sureties	292	245

The number acquitted and discharged in 1877 was 24·84 of the number committed; the proportion in 1876 having been 23·88, and in 1875 25·24. The number detained as insane was 28 of the numbers committed; and the proportion of convictions as compared with the number for trial in each of the six classes above-mentioned was—in Class I. 69·0; in Class II. 80·3; in Class III. 75·8; in Class IV. 55·2; in Class V. 86·8; and in Class VI. 74·4. As already stated, sentence of death was passed in 34 cases: and of the sentences to penal servitude 11 were for life, 25 for above 15 years, and 73 for between ten and fifteen years. There were 2 cases of imprisonment for above two years, and 1,198 of imprisonment for periods varying between twelve months and two years. Upon conviction, 1,851 persons in 1877, against 1,747 in 1876, were sentenced to police supervision under the Prevention of Crimes Act, 1871; and the total number so sentenced during the five years ending December, 1877, was 8,006. Of the 1,639 convicts sentenced to penal servitude in 1877, 1,426, or 87·0 per cent., were males, the proportion in 1876 having been 87·7, or nearly the same; but in Class II. the proportion of males was as high as 96·5; while in Class III.—offences against property without violence—it was only 82·0. To the number of sentences to penal servitude may be added 11 cases in which the capital sentence was commuted into penal servitude for life, 6 being those of females, and 5 of males. Of the 31 persons sentenced in 1877 to death, 22 (all males) were executed; and to 1 (Alice Rhodes, aged 20) a free pardon was granted, while the remaining 11 cases were commuted; of those in which the capital penalty was carried into effect, 6 were cases of wife murder.

CROWN CASES RESERVED.

In the year ended 31st of October, 1877, 21 cases were submitted for the decision of the court, against 10 in 1876 and 9 in 1875. Of these cases 3 were tried at the assizes, 3 at the Central Criminal Court, and 15 at the quarter sessions; and in 14 the Court of Criminal Appeal affirmed the conviction, while in the remaining 7 it reversed it. Of the assize cases all were affirmed; but in those from the quarter sessions one-third were reversed.

COSTS OF CRIMINAL PROSECUTIONS.

The returns under this heading are, as usual, one year in arrear, and only deal with the twelve months ending 31st of December, 1876, during which there were 14,648 prosecutions on indictment. In respect of these, the costs amounted to £126,343 1s. 11d., giving an average of £8 12s. 6d. as the cost of each case. The average for the circuit assize courts was, however, as high as £15 13s. 10d., while at the Middlesex Quarter Sessions it was only £4 9s. 6d. The summary proceedings in the same period under the Criminal Justice and Juvenile Offenders Acts numbered 19,317, and the costs of these amounted to £17,572 11s. 6d., the average for each case being 18s. 2d. These figures show, as regards the cases tried on indictment, an increase in cost of £1,136 as compared with the amount for 1875; and, as regards the summary proceedings, an increase of £386; but while the average cost of each case tried on indictment shows an increase of 3s. 5d., that of each summary proceeding exhibits a decrease of 1s. 1d.

GOVERNMENT PROSECUTIONS.

The total number of Mint cases prosecuted and concluded in 1877 was 105, and the costs paid by the Treasury in respect of them were £19,045 1s. The number of all criminal cases, other than Mint cases, prosecuted upon indictment or otherwise by the Solicitor of the Treasury, and brought to a conclusion within the same period, was 153, and the costs incurred in respect of them amounted to £1,324 9s. This return includes a large number of prosecutions under the Explosives Act, the Animals Diseases Act, and other recent Acts, upon information.

PRISONS.

The returns for the local prisons, the reformatories and the industrial schools, and for criminal lunatics, are for the year ended 29th September, 1877, and those for the convict prisons are for the twelve months ended 31st March, 1876. The list contains 113 local prisons, of which 79 are county and liberty prisons, including two for the Isle of Ely, and one each for the liberties of Peterborough and Ripon; and 34 city, town, and borough prisons, inclusive of Newgate. The commitments to these prisons in 1876-77, males and females being distinguished, were as follows:—

	Males.	Females.	Total.
Remanded and discharged	8,932	3,087	11,999
For trial at assizes, &c.	10,984	3,021	14,005
Convicted at assizes, &c. (not before in custody)	1,399	312	1,711
Convicted summarily	100,780	43,782	144,562
Wanted of sureties	2,415	964	3,379
Debtors and on civil process	5,521	233	5,754
Military and naval offences	6,002	—	6,002

As compared with the number for 1875-76, the total commitments for 1876-77 show an increase of 10,813, or 6·1 per cent.; an increase of 10,047, or 7·9 per cent. in the number of males, and of 766, or 1·5 per cent. in the number of females. In the number for trial there is a total increase of 426; in the number convicted at assizes and sessions (not previously in custody) an increase of 132; in the number committed on summary convictions an increase of 7,779, and in the number committed for want of sureties a decrease of 253. The commitments for debts and on civil process show an increase of 829; and the military and naval commitments an increase of 1,488. The number of offenders sentenced to imprisonment on summary conviction, as shown by the police returns, in 1876-77 was 100,525, exclusive of those sent to reformatories and industrial schools; the excess in the number of commitments of those summarily convicted is therefore 44,937; and this arises from the fact that the police returns show the number sentenced to imprisonment, while those who, being sentenced to the payment of a fine,

are, in default of payment, committed to prison, are included in the prison returns with those sentenced to imprisonment on summary conviction. In the total number of recommitted prisoners for 1876-77 there is an increase, as compared with that for the previous year, of 2,284, or 3·2 per cent; and the proportion of the re-committed to the total number committed (exclusive of debtors, and naval and military offenders) was 41·7 per cent. against 42·5 in 1875-76. In 1876-77, 73,395 persons had been already committed—25,530 once, 11,900 twice, 7,252 thrice, 5,431 four times, 3,748 five times, 5,279 six or seven times, 4,442 eight, nine, or ten times, and 9,813 more than ten times. The number who, on a previous conviction, had been sentenced to transportation or penal servitude was 1,333, or 1·8 per cent. of the total number recommitted during the year 1876-77. Of the whole number committed, 1,065 were children of under twelve years, and 6,517 of twelve years and under sixteen. There were 28,144 offenders of sixteen and under twenty-one years of age, 97,066 of between the ages of twenty-one and forty, 36,284 of between the ages of forty and sixty, and 6,311 of sixty years and upwards, while of 269 the ages could not be ascertained. Of those under twelve years of age, 982 were males and 83 females. The proportion of offenders under sixteen years of age to the whole number committed in 1876-77 was 4·3 per cent., being the same as for the previous year; but the proportion is, upon the whole, decreasing, since it was 4·5 in 1874-75, 6·0 in 1873-74 and 1872-73, and 6·3 in 1871-72. Of the total committed (exclusive of debtors and military and naval offenders), 138,767 were born in England, 5,511 in Wales, 4,206 in Scotland, 23,630 in Ireland, 711 in the colonies, and 2,257 in foreign countries; while the nationalities of 572 could not be ascertained. As many as 58,132 could neither read nor write; 110,443 could read, or read and write imperfectly; only 6,585 could read and write well; and 243 possessed superior instruction; while nothing could be discovered relative to the educational position of 253. The proportion of those who were totally uneducated to the whole number was 33·2 in 1876-77, and 31·8 in 1875-76. The returns further state that 21,556 of the offenders were of no occupation, and that 4,377 were domestic servants, 86,207 labourers, charwomen, and needlewomen, 10,709 factory workers, 28,529 mechanics and skilled workers, 139 foremen and overlookers of labour, 2,826 shopmen, shopwomen, and clerks, 4,902 shopkeepers and dealers, 453 professional people, 9,456 prostitutes, and 295 of unascertained occupations.

At the commencement of the year 1876-77, there were 20,499 criminals, debtors, and naval and military offenders in prison; during the subsequent twelve months, 187,412 were committed, and in the same period 3,211 were removed from local prisons, making a total of 211,122, of which 154,488 were males, and 56,634 females. Of this number 1,758 were, during the year, removed to Government prisons; 3,412 to county and borough prisons; 1,598 to reformatory schools, and 182 to lunatic asylums; 144 were discharged on pardon or commutation of sentence; 1 was liberated upon ticket-of-leave; and 182,206 were freed on termination of sentence or commitment; 1,184 were bailed (those only who were released after committal); 9 escaped; 22 committed suicide; 186 died; and 20 were executed; and, therefore, 20,400 remained in prison at the end of the year. The number of separate sleeping cells in the whole of the prisons at that date, was 27,151, of which 24,614 were cells certified in terms of the Prison Act, 1865, for the separate confinement of prisoners. The number of certified punishment cells was 607. The greatest number of prisoners under confinement at one time, in 1876-77, was 24,466 against 23,220 in 1875-76; and the daily averages 20,361 and 18,986 in the two years respectively. The number of prisoners under sentence of hard labour in 1876-77 was 125,612, or 8,404 more than in the previous twelve months. Of the 186 prisoners who died, 146 were males; and there were

also 88,809 cases of slight indisposition, and 4,079 "infirmary cases," together with 242 cases of insanity, while the greatest number of prisoners sick at one time was 1,858. The deaths were one in 1,117·8 of the total number under detention during the year, as compared with one in 937·4 in 1875-76. There were 57,659 cases of punishment, including 157 of whipping, 80 of irons or handcuffs, 18,263 of solitary or dark cells, and 39,159 of stoppage of diet, &c., all these punishments being in respect of offences committed in prison.

The staff of the prison establishments consisted of the following officers, viz.:—145 governors and deputy-governors, 131 chaplains, 114 surgeons, 186 clerks, schoolmasters, and schoolmistresses, 110 matrons, 1,424 warders, and 431 other subordinate officers, making a total of 2,541 against 2,533 in 1875-76.

In the total costs of prisons there is an increase for 1876-77 of £11,674 18s. 6d., the amount under "extraordinary charges" showing, however, a decrease of £877 12s. 11d., while in the "ordinary annual charges" there is also a decrease of £3,440 13s. 8d. The costs of officers show an increase of £4,854 10s. 6d., and those of prisoners a further increase of £11,138 14s. 7d. The totals were as follows:—Building and establishment charges, £170,231 10s. 5d.; officers, £256,803 4s. 11d.; and prisoners, £160,020 9s. 2d., making in all £587,055 4s. 6d. The average yearly charge per prisoner, extraordinary charges included, was £28 16s. 7d., or £1 9s. 5d. less than in 1875-76; but this average yearly charge varied very considerably in different prisons, depending, as it necessarily must, in a great degree upon the number of officers maintained and upon the daily average of prisoners. The lowest average cost per head was at Salford County Prison, where, with a staff of 66 and a daily average of 966 prisoners, it amounted to only £14 16s. 1d. At Durham it was £17 0s. 2d., and at Preston it was £16 14s. 10d., but at the Lincoln County Prison, with a staff of nine and a daily average of 12 prisoners, it was as much as £107 10s. 11d., and in 13 other prisons it exceeded £50. The different sources whence the prison expenses for the year were defrayed were as follows:—Prison receipts, inclusive of profits of prisoners' labour, £64,852; local rates and funds, £405,434; and public revenues, £116,769.

A nice point was raised in the Birmingham Police Court, on Thursday week, by Mr. Young, barrister, who appeared for the defence in a diseased meat case. Evidence of the seizure and of the bad quality of the meat having been given by Sub-Inspector Latham, it was argued by Mr. Young that, while a person might be appointed to act as an inspector of nuisances, and to inspect and seize diseased or bad meat, &c., he could not, as laid down in the 250th section of the Act, institute proceedings to recover penalties unless duly authorized by a general or special resolution of the local authority. The local authority was the Town Council who could not delegate their power to the Markets and Fairs Committee, by whom Latham was appointed. The magistrates admitted there was some force in the objection, and they adjourned the case for the production of the authority of the chief superintendent of the markets.

At the sitting of the Hastings Borough Bench on Thursday week, the extraordinary occurrence of one of the magistrates rising to differ against a judgment given by the other magistrates gave rise to some excitement. The case was one of obstruction caused by packing herrings on the East Parade, and in the evidence it was shown that there was some danger of the fish being washed away unless they were removed quickly, as the tide was rising, and that there was no time to remove them to another spot to be packed. The bench, taking this into consideration, only inflicted a fine of 1s. and costs, but Alderman Williams rose and said that he differed from this decision, and thought that where it was a case of saving property, the offence should be overlooked, an opinion which was received with some slight applause from several fishermen and others assembled in the body of the court.

Reviews.

PRIVATE INTERNATIONAL LAW.

FOREIGN AND DOMESTIC LAW. A CONCISE TREATISE ON PRIVATE INTERNATIONAL JURISPRUDENCE BASED ON THE DECISIONS OF THE ENGLISH COURTS. By JOHN ALDERSON FOOTE, Barrister-at-Law. Stevens & Haynes.

THIS work seems to us likely to prove of considerable use to all English lawyers who have to deal with questions of private international law. Since the publication of Mr. Westlake's valuable treatise, twenty years ago, the judicial decisions of English courts bearing upon different parts of this subject have greatly increased in number, and it is full time that these decisions should be examined, and that the conclusions to be deduced from them should be systematically set forth in a treatise. Moreover, Mr. Foote has done this well. The arrangement of the treatise is good, and we have verified a considerable number of cases without finding any misconceptions or inaccuracies of serious importance. The style is, as a rule, fairly clear, though not so clear and precise as is desirable in a book dealing with an unfamiliar and complicated subject. Occasionally, moreover, we come across very clumsy and obscure phrases, e.g., the discharge of a contract, when not the natural result of an agreement is used (p. 506) to mean the discharge of a contract by some means not contemplated by the original agreement. Again, the words, at p. 27, "subject to convention to be made with foreign States for its reciprocal application," by no means express that the 24 & 25 Vict. c. 121, as to wills and domicile, is not to apply at all except as regards States with which such conventions shall have been made.

A peculiar feature of the book is a series of summaries, appended to each chapter or section, in which the author restates the propositions he considers himself to have established. These summaries are reprinted in a continuous form at the end of the book, and, as there are marginal references to the pages where the propositions summarized have been discussed, the summaries will, to a great extent, serve as a detailed table of contents.

The author has limited himself altogether to the decisions of English courts, to the exclusion, not only of the writings of foreign jurists, but also of continental and American, and even of Irish and Scotch decisions. We cannot blame him for this. A young lawyer always does well to choose a limited subject which he can thoroughly master in preference to a more extensive one which he can only acquire imperfectly. Moreover, as English judges and lawyers habitually look at the decisions of their own courts as their most trustworthy, if not their only trustworthy, guide upon other subjects, they have a strong tendency to do the same also as regards questions of private international law, and, therefore, a treatise founded on English decisions is likely to be almost as much used as if it had a wider foundation. But no one who considers the effect that this tendency to look only at English decisions is likely to have on the development of private international law in England, can fail to see that it ought to be strenuously resisted by both judges and text writers. As municipal laws will unavoidably differ in different countries, private international law has it for its province to determine by which set of municipal laws a particular transaction or a particular part of a transaction is to be governed. But if different views of international law are entertained by the different courts before which questions arising out of such a transaction may possibly be brought (and a question involving international law is usually susceptible of being litigated in more than one country), the parties to the transaction will never know to which set of municipal laws they should look as regulating their rights and obligations. In fact these will vary according to the tribunal before which the case may be brought. It is the first requisite

of all law that it should be certain, and in private international law this certainty is unattainable without uniformity in different countries. But if the judges and lawyers of each nation confine their attention to the precedents decided in their own courts, they will inevitably diverge by degrees from each other. For this reason such books as Mr. Westlake's and Judge Story's and Dr. Wharton's Conflict of Laws, which take into account the jurisprudence of different countries, are much more conducive to the sound development of private international law than Mr. Foote's present work.

To illustrate the danger of conflicting views of international-law being adopted in different countries, we may point out that the doctrine that, on the abandonment of a domicile of choice, the domicile of origin always revives and continues until a new domicile has been acquired—a doctrine which Mr. Foote (p. 10), not without some reason, regards as settled by *Udny v. Udny* (L. R. 1 H. L. Sc. 460) and *King v. Foxwell* (L. R. 3 Ch. 518), is quite opposed to what Dr. Wharton's Conflict of Laws (ss. 59 and 60) speaks of as settled by several decisions, including one proceeding from the Supreme Court of Connecticut.

EPHING FOREST ACT.

THE EPPING FOREST ACT, 1878, WITH AN INTRODUCTION, NOTES, AND AN INDEX. By ROBERT HUNTER, Solicitor. Davis & Son.

Upwards of seven years ago an Act of Parliament was passed which had as its object the ascertainment of the rights existing in that vast area of land called Epping Forest, and also the proposal to Parliament of the scheme for the preservation of the waste lands within its boundaries as a place of recreation for the people. It was not till March, 1877, that the commissioners appointed under the Act made their final report to Parliament. And now, as the outcome of these seven years' proceedings, we have a further Act which, although it comprises in the main the finding of the commissioners as to the rights existing in the forest, deals with these rights by elaborating at great length a scheme of its own, which is in material particulars totally different from that suggested by the commissioners. This further Act it is which is the subject of the little volume now before us.

In the introduction Mr. Hunter gives us a clear outline of the story in which this Act is another, or it may be as he suggests the last, chapter. Of the numberless practitioners who, in the course of the long war which has been waged over the forest, have had to grope amongst the crabbed pages of Manwood on Forest Law, or amongst the records of the forest courts, many would certainly have rejoiced if they could have been guided in their researches by as clear and admirable an exposition of the whole forest system as is contained here in a dozen pages. Technically speaking, Epping Forest remained up till the present time subject to the incidents of that system, of which the object was, as Mr. Hunter says, "to keep the place in *statu quo*." Thus, generally speaking, pasture land could not be turned into arable, inclosed woods could not be felled, except under conditions which would insure their restoration, buildings could not be erected, and open uninclosed grounds could not be inclosed. The roam of the deer was preserved throughout the whole district, inclosed and uninclosed, cultivated and waste land, alike." Practically the Crown rights have in recent times scarcely been exercised either over the inclosed or the open lands; and even now the preservation of the latter as open waste for the benefit of the public has been due less to any action on the part of the Crown than to the determination with which the Corporation of London, on behalf of the persons claiming common rights, has fought to maintain those rights against the lords of manors as owners of the soil.

The object of the commoners was, in fact, attained

by the decree of the Master of the Rolls in the suit instituted by the corporation almost simultaneously with the passing of the first Epping Forest Act. This decree established the existence of a single right of common of pasture over the whole waste of the forest, it having been theretofore assumed—at least, by the lords of manors in which the waste lay—that there was not one general right in the inhabitants of the forest, but several manorial rights in the tenants of the respective manors. The corporation, in thus asserting and prosecuting at enormous expense a right which few lawyers knew anything about, and which scarcely any human being but they and their advisers believed to exist in fact, undoubtedly did a bold thing. But the event has shown that they were happy both in the advice which they received and in the vigour with which they followed it; and they have their reward in that by this Act they, jointly with certain officers who are to be called by the ancient name of "verderers" and to be elected by the commissioners, are made "conservators" of the forest. Their action in the matter largely diminished the public importance attaching to the labours of the commissioners, for, without any aid from the latter, the death-blow was given to inclosure and the forest waste was preserved. It remained, however, for the commissioners to ascertain, amongst other things, the legal limits of the waste, or, in other words, how many of the adjacent inclosures were illegal appropriations of it. Their finding upon this subject shows that the waste property consists of 6,000 acres, but that of this area just one half had at the time at which they commenced their inquiries been inclosed. Mr. Hunter says that now, after the throwing open or abatement of inclosures which resulted from the legal proceedings, probably 900 out of the 3,000 acres still remain inclosed. A small part of these remaining inclosures consists of land either covered with buildings or used as curtilage or garden to buildings; and as to this part the scheme contained in the Act provides, as suggested by the commissioners, that the holders of the inclosures should be quieted in title on payment of an adequate consideration. The commissioners, however, seem to have failed to appreciate the requirements of the circumstances in their proposed mode of dealing with that part of the remaining inclosure which is not built over or used as appendages to buildings. This area, amounting apparently to about 700 acres, and thus representing nearly one-eighth part of the whole waste, seems to have got into the hands of grantees from the lords of manors; and the commissioners thought that this fact was sufficient to entitle the holders to more favourable consideration than could be shown to the lords themselves. They therefore proposed to quiet them also in title on condition of the inclosed lands remaining charged with a rent-charge equal to nine-tenths of their agricultural value. This proposition has been absolutely rejected by the Legislature, which has wisely ordered the inclosures, with some apparently not very important exceptions, to be thrown open, leaving the grantees to their natural legal remedies against their vendors.

But the most important features of the new Act are due to the onerous functions which the Corporation of the City have voluntarily assumed with regard to the waste. After having in the suit established beyond a doubt that no person or body of persons could shut up any part of it, they seem to have come upon the scene again with a bag full of money wherewith to soothe the feelings of the vanquished. Mr. Hunter says that they have already bought of the lords the fee simple in more than half the entire waste, and the Act requires them to buy all the rest. He points out, however, that it does not declare as to the waste already open what is to be the result if they fail to act as required, though as to the land remaining inclosed, failure to purchase is to give the holder the opportunity of obtaining a quiet title. No reasonable person will quarrel with the corporation for this effective desire to secure, at all hazards, the pos-

session and control of so splendid a recreation ground. Nevertheless, it appears to us that, in this matter of purchase, they have established a precedent of doubtful value. The public, although they cannot assert in the courts a legal right to the enjoyment of wastes in this position, have, as a matter of fact, a possessory right to such enjoyment which no one has any legal means of interfering with; and there is no natural reason why this possessory right should not be the subject of limitation or regulation by the Legislature, leaving the legal rights in the soil exactly where they were. An Act which in terms compels a public body previously to intervene as purchasers of the soil, even though the compulsion be but nominal, suggests, unintentionally of course, that the public enjoyment rests on the sufferance of the lords. The position of purchasers, however, is that which the corporation have assumed and which the Act provides for; and in its provisions it certainly seems again to compare advantageously with the scheme suggested by the commissioners. The latter proposed that the payments to be made, on the one side by the corporation for the purchase of the soil of the waste, and on the other by the holders of such inclosures as should be allowed to remain, for the acquisition of a quiet title, should be settled under the Lands Clauses Act on a definite basis which they laid down; and Mr. Hunter's observations upon the litigation and expense which this plan would have involved show that it might indefinitely have postponed a final settlement. The Legislature, on the other hand, has dealt so summarily with the matter as almost to suggest that it is tired of it. It appoints Sir Arthur Hobhouse, Q.C., as arbitrator, with almost absolute power, leaving him to decide what inclosures are to be left standing, as being within the terms of the exception provided for by the Act, and what are to be thrown out, and also to determine, without any kind of rule to guide him, but according to his own notions of what is just and expedient, all those questions of compensation which the commissioners proposed to leave for settlement under the Lands Clauses Act. Within two years he is to make a final award, deciding every question between the corporation and the other interested parties, and this award is to have the binding effect of an Act of Parliament.

Mr. Hunter's edition of the Act will be found extremely useful by all the persons—and they will be many—whose rights are to be affected by this arbitration, or who may be interested in the management and good government of the forest. The text of the Act is preceded by the introduction to which we have alluded, and by a general summary of its effect, and is supplemented by an ample and admirably arranged index, whilst the several sections are, as occasion arises, commented upon in a way which suggests complete familiarity with the whole course of events of which this Act is the result. This familiarity the author owes to his professional engagement in the controversy respecting the forest; but his connection with this controversy, and with most others which have taken place of late years, concerning the preservation of waste lands, is too well known to the persons who have attempted to inclose such lands to call for observation. We would, however, in conclusion, suggest to him that in the vast masses of evidence which he has had occasion to investigate as to the customs and rights affecting open lands, there must exist the materials, if he should have leisure to collate them, for a treatise on a very interesting subject. For it is in the facts which such evidence proves that there must be sought the connecting link between the communal enjoyment of land written of by Sir Henry Maine and that system of tenure which is the basis of our real property law.

The Dublin papers record the death of Mr. George Atkins, barrister, registrar, and keeper of records in the office of the Commissioners of Church Temporalities in Ireland.

General Correspondence.

MATTHEW v. NORTHERN ASSURANCE COMPANY.

[To the Editor of the Solicitors' Journal.]

Sir,—It will probably satisfy your correspondent "B." that the question he puts in your issue of the SOLICITOR'S JOURNAL for the 23rd inst. may be answered in the affirmative as regards any future cases of the sort he mentions, if he will refer to the order made in *Re Helsham's Policy and the Trustee Acts* on the 22nd of June last.

In that case, which, like the one he mentions, was heard by the Master of the Rolls, though on petition for payment out of the moneys to one of the claimants, and not as an action against the company, the latter (the Church of England Life and Fire Assurance Trust and Annuity Institution) were advised by their solicitor that they could pay the money into court "under and in conformity with the provisions of the Act for the Relief of Trustees," by virtue of the sub-section referred to by "B.," and they did so.

I have now before me counsels brief on the petition (for the company) which is indorsed "Order as prayed; costs of company, deducted from sum paid in and of appearance, to be taxed."

It would have puzzled most people to pay money into the High Court of Justice on the 23rd of January, 1874, the date when the Northern Assurance Company paid into court the £560 in question in that case. I enclose my card.

Bedford-row, W.C., Nov. 25.

NEW ZEALAND.

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to the inquiry of "A Barrister" in your journal for Saturday last, I have an inquiry from the colony which might lead to the opening sought, and shall be glad to give particulars to anyone calling—in confidence.

S. R. PATTISON.

11, Queen Victoria-street, London, E.C., Nov. 21.

A statue of Berryer has been placed in the great hall of the Palace of Justice in Paris.

By the will of the late Mr. Thomas McDonnell, Q.C., the father of the Irish bar, a sum of £5,000 is bequeathed to the representative body of the Church of Ireland, "to be applied in such manner as they shall think best for the interest of their Church."

It is stated by the *Scotman* that the Procurator-Fiscal for the city of Edinburgh has issued a warrant for the apprehension of James Renton, jun., S.S.C. (lately a partner of the firm of Renton & Gray), on a charge of embezzlement and theft of money to a large extent belonging to his clients. The warrant has, it seems, been in force for several days, but the whereabouts of Renton are not known to the authorities. He was, it may be mentioned, a shareholder in the City of Glasgow Bank, and held an amount of stock qualifying him for the position of a director.

A curious scene is stated to have occurred in the Rolls Court at Dublin a few days ago. A witness named Connelar was summoned for viva voce examination, and, having entered the witness box, the registrar proceeded to swear him. After repeating the oaths it was observed that he had kissed his thumb instead of the book. The Master of the Rolls commanded him to kiss the book, but again he kissed his thumb. The further evasion having been noticed, he kissed the book. His Honour said it was the most disgraceful exhibition he had ever witnessed in a court of justice. He could place no more reliance on the evidence of a man who would be guilty of such behaviour, and he advised counsel to let him go down. The witness was not examined.

Cases of the Week.

PRACTICE—RIGHT OF APPEAL—CASE STATED BY QUARTER SESSIONS—JUDICATURE ACT, 1873, ss. 19, 100.—In the House of Lords on Tuesday, November 26, the appeal of *The Overseers of Walsall and others v. The London and North-Western Railway Company* was determined. The railway company had appealed to the Walsall Borough Sessions against a borough rate, and the deputy-recorder reduced the rate, subject to a special case for the opinion of the Queen's Bench Division. A writ of *certiorari* was afterwards issued for the removal into the Queen's Bench Division of the order of the Court of Quarter Sessions, and the said order was ultimately confirmed, leave being given to the overseers to appeal, if an appeal would lie. On the case coming before the Court of Appeal, it was objected that no appeal lay. Cockburn, C.J., and Brett, L.J., held that the objection was good, but Bramwell and Cotton, L.J.J., held that the appeal would lie. The court being equally divided, the judgment of the Queen's Bench Division stood affirmed, and the overseers appealed to the House of Lords. Lord Cairns, L.C., Lords Penzance and O'Hagan concurred in holding that the Court of Appeal had jurisdiction to hear the appeal from the Queen's Bench Division. By section 19 of the Judicature Act, 1873, the court had "jurisdiction and power to hear and determine appeals from any judgment or order, save as hereinafter mentioned." The words of exception did not apply to the present case, while the interpretation clause (section 100) expressly provided that "order" should include "rule." In the present case a rule for a *certiorari* had been issued, and the *onus* was on the present respondents to show that an appeal against the rule would not lie. It had been argued in the court below that the jurisdiction of the Court of Queen's Bench in cases submitted to it by a court of quarter sessions was consultative only, the latter court merely asking for its opinion or advice; but in fact the judgment was as much binding upon the quarter sessions as an appeal from any other inferior court. The case was remitted to the Court of Appeal for further hearing, but without costs.

COMPANY—BOND OR MORTGAGE—CHARGE ON PROPERTY—JUDICATURE ACT, 1875, s. 10.—In a case of *In re The Florence Land Company*, before the Court of Appeal, on the 20th inst., the question arose whether an instrument, in the nature of a debenture, issued by a joint stock company, created a specific charge on property of the company, and what the nature of the charge (if any) was. The company were empowered by their articles of association to issue "bonds or mortgage debentures." In the year 1868 they borrowed £250,000 by the issue of a number of documents, called "obligations," each of the nominal value of £100. Each of these documents was headed, "Obligations—Total issue £250,000," and by it the company, "in consideration of £100 advanced and lent to them," did thereby, "in pursuance and under the power of these articles of association, bind themselves, their successors, assigns, and all their estate, property, and effects," to pay to the lender or bearer, on presentation of the bond at the registered office of the company, on the 24th of June, 1878, the £100 with interest until payment, at the times and places mentioned in the coupons attached thereto. Provided also, "that this bond is issued subject to the conditions and scale indorsed hereon." By the indorsed conditions, the company reserved "the right of redeeming this, and as many other obligations as the directors may think fit in each year, commencing with the year 1871; but in no case shall the amount of obligations to be redeemed in any one year be less than the amount specified in the scale hereunder written," the obligations to be redeemed in each year to be determined by drawings on the 1st of May in each year, and to become payable, with the accruing interest, on the 30th of June following. In the attached coupons or interest warrants the instrument was called a "debenture." An order having been made to wind up the company, the holders of the obligations took out a summons asking to have it declared that the documents created a specific charge on all the property of the company. In an action of *Norton v. The Florence Land Company* (26 W. R. L. R. 7 Ch. D. 332), brought before the winding up by the holder of one of the obligations, on behalf of himself and all the other holders, against the company, to restrain a

subsequent mortgage from selling some land of the company, Jessel, M.R., held, upon the construction of the obligation, that it was nothing more than a bond, and that it created no charge on the property of the company. Hall, V.C., considered himself bound by this decision, and followed it without hearing any argument upon the summons. The Court of Appeal (Jessel, M.R., and James and Thesiger, L.J.J.) held that the instrument created a specific charge on the company's property. Jessel, M.R., said that he adhered to his former opinion which was based on the construction of the instrument itself, the articles of association of the company not being then before him. But, reading the instrument in connection with the articles, he had come to a different conclusion, and was of opinion that holders of the obligations were entitled to some security on the property of the company, irrespective of the dates of the obligations as between themselves. And, looking at the nature of the company, and the terms of the articles, the fair conclusion was that the security was to be on the property of the company as a going concern, subject to the power of the directors to dispose of the property in the carrying on of the company's business in its ordinary course. It was not intended that the company should be paralyzed the moment a bond or debenture was issued. A creditor, who, with notice of the bonds, received payment of his debt out of the company's property, was not to be liable to repay what he had received, nor was it meant that a lease of the company's property could not be granted without the assent of every bondholder, but it was all subject to the power of the company to carry on its business in the ordinary way. James, L.J., founded his opinion upon the construction of the instrument itself, without reference to the articles, except for the purpose of showing that the company had power to borrow money on the security of a charge upon their property. Upon the instrument itself he should have said without hesitation that something very different from a mere money bond was intended. Otherwise, the lender would be in a worse position than an ordinary creditor of the company, for the payment of his debt would be merely postponed for possibly ten years. It was almost impossible to conceive that a man would lend his money without any security at all; the words "estate, property, and effects," could not have been inserted in the bond as a mere idle formality, the company having power to borrow money on the security of a charge on their assets. His lordship thought that the words "charges," "bind," "oblige" were absolutely synonymous. The only reasonable construction of the words "bind their estate, property, and effects" was that they were equivalent to "bind the undertaking of the company." It was a special charge on the assets of the company which were available at the time when it was enforced in priority to the other creditors. These creditors had had the benefit of the money advanced, and there was no reason why the lender should not have a charge in priority to them. But the company were left masters of their assets so long as the business was carried on as a going concern. Thesiger, L.J., based his judgment on the effect of the articles and the bond taken together, and expressed no opinion on the construction of the bond *per se*, though he said that it must not be assumed that he dissented from the view of James, L.J. In the course of the argument the question was raised whether the charge could affect property of the company acquired after the date of the bond, and the court, in remitting the summons to the Vice-Chancellor, left this question expressly open. Jessel, M.R., said, in the course of the argument, that he doubted whether in bankruptcy a trader would be allowed to give a charge on his future property in favour of a single creditor. And now that, by virtue of section 10 of the Judicature Act of 1875, the law as to secured creditors was the same in winding up as in bankruptcy, it was a very serious question whether a company could give such a security.

BILL OF SALE—REGISTRATION—RECEIPT FOR MONEY AS FOR ABSOLUTE SALE OF GOODS—CONTEMPORANEOUS AGREEMENT TO LET THE GOODS TO THE VENDOR—17 & 18 VICT. C. 36, ss. 1, 2, 7.—In a case of *Ex parte Odell*, before the Court of Appeal on the 21st inst., a new device for the evasion of the Bills of Sale Act proved unsuccessful. A person who had an execution in his house applied to C., a money lender, for the loan of £150 for the purpose of pay-

ing out the sheriff and providing himself with some money. The transaction was carried out in this way: an inventory of the furniture was made, and at the foot of it W., the borrower, signed a receipt for £150, which was expressed to be for the "absolute sale" to C. "of the above-mentioned articles." On the same day, the 18th of July, a memorandum of agreement was made between C. and W., by which C. agreed to let, and W. agreed to hire, the same articles (which were specified in a schedule to the agreement) for the term of two months from the day of the date of the agreement for the sum of £170, to be paid by W. to C. on the 18th of September following, or at such other times as might be agreed upon between the parties. In case the £170 should not be duly paid according to the agreement, or if, during the continuance of the agreement, the goods should be seized under a distress or an execution against W., or W. should become bankrupt, or file a liquidation petition, or remove the goods without the consent of C., C. was to be entitled at once to determine the agreement, and was to be thereupon at liberty to seize the goods and to sell them; and, if upon a sale there should be realized more than enough to pay what was due to C. under the agreement, and his expenses, he was to pay the surplus to W.; but, if there should be a deficiency, W. was to make it good to C. As soon as the £170 and expenses should have been paid by W. to C., the goods were to become the property of W. C. paid out the sheriff, and the balance of the £150 was handed to W. Neither of the documents was registered as a bill of sale. In August W. paid C. £50 on account of the £170. The balance of £120 was not paid by W. when it became due in September, and C. thereupon instructed H. to take possession of the goods. An arrangement was then come to that H. should pay the £120 to C., and this was done on the 22nd of September. C. signed a receipt for the £120 (indorsed on the hiring agreement of the 18th of July), as "for the absolute sale" to H. "of the whole of the goods herein specified." And the same day an agreement (similar to the agreement of the 18th of July) was entered into between H. and W., by which H. agreed to let the same furniture to W. for three months for the sum of £145, to be paid in three instalments, in October, November, and December. This agreement was not registered. The instalment due in October was not paid by W., and H. on the 6th of November took possession of the furniture, but the possession was only a formal one. W. committed an act of bankruptcy, and was adjudicated a bankrupt. From the 18th of July until after the commission of the act of bankruptcy, the furniture had remained in the apparent possession of W. The furniture having been sold by H., the trustee in the bankruptcy claimed the proceeds of sale, on the ground that the documents of the 18th of July ought to have been registered as a bill of sale. Mr. Registrar Murray was of opinion that this claim was unfounded, on the ground that the property in the goods had passed to C., as absolute owner by delivery, the first document signed being a mere receipt for the purchase-money. But the Court of Appeal (James, Bagdollay, and Thesiger, L.J.J.) were of opinion that, having regard to all the circumstances, possibly even the inventory and receipt of the 18th of July was a bill of sale requiring registration; but that, at any rate, it, and the contemporaneous hiring agreement together, constituted one transaction, and should have been registered, as amounting, in fact, to a conditional bill of sale. James, L.J., thought the inventory and receipt of the 18th of July would have operated at law as a transfer of the goods to C., but, at any rate, it was enough to give him a good equitable title, and it was now well settled that an equitable assignment was within the Bills of Sale Act. It was not, however, necessary to decide this point, for the two documents of the 18th of July were executed as part and parcel of the same transaction; they were contemporaneous as fully as it was possible that two documents should be. They together constituted the real transaction between the parties, which was, in fact, a bill of sale of the goods redeemable by W. on payment of the sum agreed upon. Before the execution of the documents the goods were his; after the execution they remained his goods, subject to the payment of the loan. The goods were C.'s only as a mortgagee. It was a bill of sale with a defeasance, and was within the very words of the Act. The subsequent transaction with A. did not alter the case. There was no real sale of the goods to him under C.'s power of sale; there was a mere payment to C. of the sum due to him by H. at W.'s

request. It was a mere transfer to H. of C.'s right as a mortgagee, and H. stood in no better position than C., whose title was derived under an unregistered bill of sale, and was liable to be defeated by that of the trustee in the bankruptcy, inasmuch as the apparent possession of W. had not ceased when the act of bankruptcy was committed. Bagdollay, L.J., said that the remarkable provision in the hiring agreement that if, by the sale of the goods, C. should realize more than what was due to him, the surplus should be paid to W., and that, on the other hand, if there should be a deficiency, W. should make it up, was utterly inconsistent with the notion that there had been an absolute sale of the goods to C. and a subsequent letting of them by him to W. It was impossible to regard the transaction as anything else but a loan of £150 for two months on the security of the goods, £20 being paid as the consideration for the loan. And, if that was the result of the transaction taken as a whole, it could make no difference that it was contained in two documents instead of in one. And the transaction in September amounted to nothing but a transfer of the mortgage by C. to H. Thesiger, L.J., said it was important to observe that there was no evidence of any agreement between the parties apart from the written documents themselves, and the court had, therefore, simply to look at the documents to see whether they constituted a bill of sale requiring registration. This distinguished the present case from the three cases mainly relied on for the respondent—viz., *Thomson v. Barrett* (1 L. T. N. S. 268), *Allopp v. Day* (7 H. & N. 457), and *Byerley v. Prevost* (L. R. 6 C. P. 144). In all of those cases there was a complete antecedent agreement apart from the document, in the form of a receipt for the purchase-money of goods, which was alleged to be a bill of sale, and the whole of the transaction was not reduced to writing. And, his lordship added, that, if any case should hereafter arise in which the circumstances were identical with the circumstances of those three cases, he thought it very desirable that those decisions should receive further consideration. As to the transaction of September, it was one of two things, a simple transfer by C. of his rights to H., or an entirely new transaction. If it was the first, then C. could give to H. no better title than he himself had; if it was the latter, it was nothing more than a repetition of the original transaction.

APPEAL—FAILURE TO GIVE SECURITY FOR COSTS—DISMISSAL OF APPEAL FOR WANT OF PROSECUTION—COSTS OF SHORTHAND NOTES.—In a case of *Hankin v. Turner* an application was made, on the 27th inst., by the defendant to dismiss the plaintiff's appeal for want of prosecution. The appeal was from an interlocutory order of Lush, J., as vacation judge (noted 22 SOLICITORS' JOURNAL, 951). On the 2nd inst. the Court of Appeal (*ante*, p. 27) ordered that the plaintiff should deposit £20 in court on or before the 20th inst. This deposit was not made, and the defendant then gave notice of motion to dismiss the appeal for want of prosecution. On the hearing of the motion the plaintiff did not appear, and the court (James, Bagdollay, and Thesiger, L.J.J.) ordered that the appeal should be dismissed, with costs. The defendant's counsel then asked that the costs might include the costs of copies of a shorthand writer's notes of the proceedings before Lush, J. The notice of motion, however, had not expressly asked for these costs, and James, L.J., said that such an order could not be made *ex parte*.

COMPULSORY PURCHASE—NOTICE TO TREAT—LANDS CLAUSES ACT, 1845, s. 92—"PART OF HOUSE"—LAND NOT BUILT UPON AT DATE OF NOTICE—SUBSEQUENT ERECTION OF HOUSE—LAND PART OF CURTILAGE.—In a case of *Littler v. Ryyl Improvement Commissioners*, before the Master of the Rolls on the 22nd inst., a question arose as to the construction of section 92 of the Lands Clauses Act, 1845, which provides "that no party shall at any time be required to sell or convey to the promoters of the undertaking a part only of any house or other building if such party be willing and able to sell and convey the whole." Under their compulsory powers the defendants gave the plaintiff notice to treat for part of certain land in his possession. Subsequently to the receipt of this notice the plaintiff built a house on his land so as, in fact, to make the piece for which notice to treat had been given part of the curtilage of his house. As the plaintiff failed to state the particulars of his claim for compensation, the defendants gave him notice of

their intention to summon a jury to assess the same for the part of the land mentioned in the notice to treat. The plaintiff then served the defendants with counter notice that he required them to take the whole of his house and land under the above section of the Lands Clauses Act. He also commenced an action against them for a declaration that they were bound to take the whole, and moved for an injunction to restrain them from proceeding to assess compensation for anything less. The Master of the Rolls was of opinion that the effect of the notice to treat was to bind the rights of the parties at that time, and that the "part of any house" mentioned in section 92 referred only to a house in existence at the time of the notice to treat. The plaintiff could not, by building subsequently to the receipt of the notice, give himself a greater right than he had at that time. He therefore refused the motion.

PRACTICE—APPLICATION BY PLAINTIFF FOR PRELIMINARY TRIAL OF ISSUES—RULES OF COURT, 1875, ORD. 36, R. 6.—In another case of *The Emma Silver Mining Company v. Grant*, before the Master of the Rolls on the 22nd inst., a motion was made by the plaintiff for an order, under ord. 36, r. 6, that certain issues of fact in the action might be tried against two defendants before the other issues in the action against them and the other defendants. The above rule provides that, "subject to the provisions of the preceding rules, the court or a judge may in any action at any time or from time to time order that different questions of fact arising therein be tried by different modes of trial, or that one or more questions of fact be tried before the others, and may appoint the place or places for such trial or trials, and in all cases may order that one or more issues of fact be tried before any other or others." No decision could be produced as to the construction of the rule. The issues mentioned in the notice of motion were lengthy and complicated, but by consent these were eventually reduced to two simple ones. The plaintiff also gave an undertaking if the trial of the issues was directed not to proceed with the rest of the action against the two defendants. On these terms the Master of the Rolls said he would make the order asked for in this particular case. His lordship, however, said that without consultation with the other judges he did not feel disposed to lay down any general principle as to the construction of the rule, but he mentioned several instances in which he had himself made orders under the rule, but always on the motion of defendants. In one case, where the question whether the plaintiff was legitimate illegitimate would, if decided one way, have the effect of putting an end to the action, he had allowed that issue on the motion of a defendant to be tried first, with the result of a judgment adverse to the plaintiff, and so of an end to the action. Another case where he had allowed such preliminary issue was where the plaintiff alleged himself to be the heir-at-law of an intestate, and where, if that issue were decided against the plaintiff, his case altogether failed. Another issue he had allowed was whether a man was tenant of a manor or not. He could not remember an application of this character on the part of a plaintiff, and in his opinion different considerations arose. A defendant had a right to compel the plaintiff to prove his whole case against him, and not to retire from one part and rely on another. So that a defendant would have a perfect right to answer that the plaintiff should have brought a separate action. He would not say circumstances might not arise in which a plaintiff would be justified in applying, but certainly as a rule he did not consider any plaintiff so justified. The action was ordered to be set down against the two defendants for trial of the two issues only, and all costs were reserved.

PLEADING—CLAIM OF INCONSISTENT RELIEF—WAIVER OF ONE ALTERNATIVE—COSTS.—In a case of *Evans v. Davis*, before Fry, J., on the 25th inst., the action was brought in respect of a breach by the defendant of an agreement between the plaintiff and himself, that the plaintiff should grant, and the defendant should accept, a lease of a part of a house. It was provided that the lease should contain certain restrictive covenants, corresponding with those contained in a renewed lease of the whole house which the plaintiff's landlord was about to grant to him. And it was alleged that the defendant had broken one of those covenants, and had thus committed a breach of the agree-

ment. When the writ was issued the plaintiff's own renewed lease had been granted, but no lease had been granted by the plaintiff to the defendant, though the defendant was in possession under the agreement. The writ was indorsed with a claim for an injunction to restrain the alleged breach, for damages for the breach, and to recover possession of the premises comprised in the agreement. Afterwards, in his statement of claim, the plaintiff said that the lease agreed to be granted to the defendant had not yet been granted, "but the plaintiff has always been, and is, ready and willing to grant the same, and the draft thereof has been approved on behalf of the defendant, and such draft contains a covenant in all respects similar to the covenant in that behalf in the lease to the plaintiff." And the plaintiff claimed the same relief as was mentioned in the indorsement of the writ. It was contended on behalf of the defendant that the plaintiff, by claiming to recover possession of the property, a claim which could only be founded on the theory that he was entitled to treat the agreement as at an end, and claiming at the same time, in unlimited terms, an injunction to restrain the breach of the agreement, a claim which necessarily pre-supposed the continuance of the agreement, and was, therefore, inconsistent with the other claim, and then, in his statement of claim, saying that he was still ready and willing to grant the lease, had in effect abandoned his claim to recover possession of the property, and was, at the most, entitled to an injunction. And Fry, J., held that this was so. He said that the claim was an ambiguous one. The two branches of relief were inconsistent in this sense, that the plaintiff could not have them both at the same time. And the pleading must be taken to be a submission by the plaintiff to act upon the agreement, by which he must be held bound. He was, therefore, entitled only to judgment for an injunction to restrain the breach of the agreement, and, inasmuch as by his claim he had placed the defendant in a position of great difficulty, the judgment would be without costs.

JUDICIAL SEPARATION—MATRIMONIAL CAUSES ACT, 1878, S. 4—JURISDICTION OF JUSTICES—CUSTODY OF CHILDREN.—In the Probate, Divorce, and Admiralty Division, on Tuesday, November 26, the case of *Grove v. Grove* (being the first appeal presented under the Matrimonial Causes Act, 1878, 41 & 42 Vict. c. 19) was disposed of. The appellant had been convicted before the magistrates at Leamington of an aggravated assault upon his wife, and the justices had, under section 4 of the Act made an order which recited that the future safety of the wife was in peril, and directed that she should be no longer bound to cohabit with her husband, that he should pay her a weekly allowance of £3, and that the custody of the only child of the marriage (a girl nine years of age) should be committed to the wife. The counsel for the appellant now contended that the allowance ordered to be made was excessive, having regard to the means of the husband. He also pointed out that the Act gave the magistrates only a limited jurisdiction over the children of the marriage, being confined to those who were under ten years of age, and he argued that the order was bad for generality and as providing for the permanent custody of the child after attaining the age of ten. The president of the division observed that the peculiar jurisdiction conferred upon the magistrates under the statute was given by the Legislature with the view of relieving parties from the expense of bringing a suit for judicial separation in the High Court, and that, therefore, it would be very unfortunate if the court were obliged, in reviewing the order, to hold a fresh inquiry as to the means of the husband. In the present case, however, it had not been plainly shown that the amount of allowance ordered was excessive. With reference to the provision for the custody of the child, the order was valid so long as she was under ten years of age, and it must be taken to have whatever legal operation was given to it by the statute. He, therefore, dismissed the appeal, with costs.

On Friday, the 22nd inst., at the Central Criminal Court, the trial of Mr. Henry Ford, clerk of the peace for Devonshire, was brought to a conclusion, the jury, after an absence of half-an-hour, returning a verdict of acquittal.

Societies.

LAW STUDENTS' DEBATING SOCIETY.

This society held its usual weekly meeting on Tuesday evening last, the 26th of November, at the Law Institution, Chancery-lane, Mr. A. M. Ellis, LL.B., in the chair. The question appointed for the debate was:—"Ought parliamentary impeachment to be abolished?" Mr. C. S. Eady, LL.D., opened the discussion and maintained the affirmative; he was followed by Mr. Morice, B.A., also affirmative, and Mr. Van Sommers, negative. The debate being then open, several members addressed the meeting, and the opener having replied, the question was put to the society and decided in the negative by a majority of votes.

UNITED LAW STUDENTS' SOCIETY.

A meeting was held at the Law Institution on Monday, the 25th inst., Mr. E. H. Quicke in the chair, when the following legal moot, introduced by Mr. Ward, was discussed—viz.:—"A. takes a train from London announced in the timetables as arriving at Trent at a quarter-past ten, intending there to catch the half-past ten train to a town in the district where he has an appointment. The train from London is so late that he misses the half-past ten and has to drive to his appointment at an extra cost of fifteen shillings. Can he recover this sum from the company?" Messrs. Owen and Gatey spoke in favour of the negative view; Messrs. Collyer, Pickersgill, Moyle, and Cole supported the affirmative. The question was put in three forms to the meeting. The first, Whether the company was liable in the absence of special conditions, was unanimously decided in the affirmative. The second, Whether the company was liable assuming the existence of the usual conditions, was carried by a majority of one. The third, Could the sum of fifteen shillings be recovered as damages, was also answered in the affirmative by a majority of three.

A meeting was held at Clement's-inn Hall on Wednesday last, under the presidency of Mr. D.A. B. Collyer, B.A. Mr. W. Dowson, opened for debate the following proposition:—"That it will be to the advantage of both Church and State to sever their connection." The discussion was well sustained by several of the gentlemen present, the principal speakers for the affirmative being Messrs. Ashton, Cross, Owen, Spokes, and Atherley Jones; for the negative, Messrs. Bartrum, Ward, and Kaine-Jackson. The arguments, adopted by the speakers in favour of Disestablishment, mainly consisted of (first) the injurious effect which a State Church produced upon the conscience and sincerity of the clergy; (second) the present enormous diversity of opinion, existing within the Anglican communion; and (third) the consequent hardship suffered by Dissenters from the State patronizing one peculiar religion. The opposite view chiefly dwelt on the superiority of culture and independence of thought evinced by clergymen of an Established Church in contrast with those of a voluntary system. At the conclusion of the debate, the chairman summed up and put the question to the meeting, when the affirmative was carried by a majority of two.

BIRMINGHAM LAW STUDENTS' SOCIETY.

The 637th meeting of this society was held on Tuesday evening, November 26, at the Law Library, Birmingham, W. Johnson, Esq., in the chair, when a discussion took place upon moot point No. 603—" (1) Can an article clerk who has, after he has been article clerk, passed one of the examinations mentioned in 40 & 41 Vict. c. 24, be admitted a solicitor after four years' service? (2) Is it desirable that he should be so admitted?—23 & 24 Vict. c. 127; 40 & 41 Vict. c. 25, s. 13." The speakers on the affirmative were Messrs. Bayley, Hargreave, Fitter, and Samuel; on the negative Messrs. Rogers, Barrows, and Crookford. The voting on the first point was in favour of the affirmative by a majority of one vote, and on the second point in favour of the negative by the same majority. A vote of thanks to the chairman concluded the meeting.

The *Canada Law Journal* announces the death of the Hon. Robert Alexander Harrison, Chief Justice of Ontario, at the early age of forty-five years.

Appointments, Etc.

Mr. FRANCIS HENRY BACON, barrister, has been appointed Judge of the Bloomsbury County Court (Circuit No. 42), in succession to the late Mr. George Lake Russell. Mr. Bacon is the son of Vice-Chancellor Sir James Bacon. He is an M.A. of Balliol College, Oxford, where he graduated third class in classics in 1854. He was called to the bar at Lincoln's-inn in Trinity Term, 1856, and attached himself to the equity bar, having formerly been a member of the Home Circuit. He acted as secretary to the St. Katharine's Hospital Commission and the Labour Laws Commission. Mr. Bacon has been for some time secretary to Vice-Chancellor Bacon, and revising barrister for the City of London.

Mr. HENRY CORBETT, solicitor, of Worcester, has been re-appointed Under-Sheriff for the City and County of the City of Worcester for the ensuing year. Mr. Corbett was admitted a solicitor in Hilary Term, 1873.

Mr. GERALD FITZGIBBON, Q.C., has been appointed an Irish Lord Justice of Appeal in the room of Lord Justice Christian, resigned. Mr. Fitzgibbon was called to the Irish Bar in 1860, and was made Queen's Counsel in 1872.

Mr. REGINALD LOWBRIDGE FOSTER, solicitor, town clerk of Wells and clerk to the city magistrates, has been appointed Registrar of the Wells County Court (Circuit No. 54), in succession to his father, the late Mr. William John Slade Foster.

Mr. GEORGE HENRY GARRARD, solicitor (of the firm of New, France, & Garrard), of Evesham and Alcester, has been re-elected Mayor of Evesham for the ensuing year. Mr. Garrard is clerk to the Evesham Highway Board and the Bengeworth Burial Board. He was admitted a solicitor in 1852, and is in partnership with Mr. Herbert New, the registrar of the Evesham County Court, and with Mr. Courtenay Connell France.

Mr. GEORGE HIRTZEL, solicitor and proctor, of Exeter and Okehampton, has been appointed Under-Sheriff for the City and County of the City of Exeter for the ensuing year. Mr. Hirtzel was admitted a solicitor in 1854.

Mr. CECIL EDWARD KINGSFORD, solicitor, of Canterbury, has been appointed Under-Sheriff for the City and County of the City of Canterbury for the ensuing year. Mr. Kingsford is the son of Mr. Montague Kingsford, solicitor (of the firm of Wightwick, Kingsford, & Wightwick), and was admitted a solicitor in October, 1878.

Mr. JOHN LEAK, solicitor, of Hull, has been appointed Agent for granting Foreign Office Passports at Hull, in the place of his partner, the late Mr. George Christopher Roberts. Mr. Leak was admitted a solicitor in 1853.

Mr. MARCUS LOUIS, solicitor, of Ruthin, Corwen, and Rhyl, has been re-elected Mayor of the Borough of Ruthin for the ensuing year for the third time. Mr. Louis was admitted a solicitor in 1855, and is in partnership with Mr. William Osbert Edwards. His firm are joint clerks to the County Magistrates at Corwen, and solicitors to the Rhyl Improvement Commissioners.

Mr. HENRY RANCE, solicitor, of Cambridge and Ely, has been elected Mayor of the Borough of Cambridge for the ensuing year. Mr. Rance is one of the borough aldermen. He was admitted a solicitor in 1828, and is in partnership with his son, Mr. Henry William Henniker Rance, LL.M., who has recently entered into partnership with Mr. Wynne Baxter, one of the under-sheriffs of the City of London.

Mr. ARTHUR ROLLIT, solicitor, of Hull, and of 12, Mark-lane, London, has been appointed Under-Sheriff for the Town and County of the Town of Kingston-upon-Hall for the ensuing year. Mr. Rollit is the son of Mr. John Rollit, solicitor. He was admitted a solicitor in 1871, and is deputy-registrar of the Hull County Court. He is in partnership with his brother, Dr. Albert Kaye Rollit, who is registrar of the county court and district registrar, under the Judicature Acts, of the High Court of Justice.

Mr. RICHARD PHILLOTT SMYTH, solicitor, of Strood, Kent, has been appointed Clerk to the Hoo Board of Guardians. Mr. Smyth was admitted a solicitor in 1863, and is clerk to the Rochester District Highway Board.

THE LATE CLERK OF THE INCORPORATED LAW SOCIETY.

In the St. Albans County Court on Monday, before Mr. J. Wigham, judge, Mr. Grain, barrister, made an application to his Honour in the bankruptcy proceedings of Leonard Loidman, late of Elstree, Herts, and clerk of the Incorporated Law Society, but who is now undergoing a term of five years' penal servitude for embezzlement from the society, he having been convicted in the course of last year. It appeared from the statement of Mr. Grain, that during his incarceration the prisoner admitted having purchased the property he possessed at Elstree and Edgware, and which realized on sale by auction £8,700, out of the money he defrauded the Incorporated Law Society of, and therefore when the bankruptcy proceedings were commenced, the society was the principal creditor of the estate. Mr. J. J. B. Black, of King William-street, was appointed trustee, and Mr. G. J. P. Cairns, of Serjeant's-inn, Fleet-street, who was the solicitor defending Laidman on his prosecution, was appointed solicitor for the trustee. Mr. Grain, now appearing for the society, complained that the trustee had not fulfilled the requirements of the 20th and 30th sections of the Bankruptcy Act of 1869, which required him to call a meeting of the committee of inspection at least once every three months, when the accounts should be audited, and it should be determined whether any or what dividend should be paid. He was also required to pay the money he received into the bank, and not to keep in his hands a larger sum than £50 for more than ten days. There were also several other respects in which Black had failed to comply, and he had likewise disobeyed the orders of the court. The learned counsel therefore applied that he might be dismissed from his office, and that Mr. J. H. Schröder, of 4, Lincoln's-inn-fields, might be appointed in the matter. The trustee did not appear in the court till later in the day and then he was accompanied by Mr. Cairns. The judge made an order that two sums of £390 and £225 respectively, which, it was alleged, had been paid away without proper sanction, be forthwith paid into the Bank of England. He deferred the question of appointing another trustee, but ordered Black within fourteen days to render detailed accounts of all the money he had paid away. The case was adjourned till the next court.

Legal News.

The municipality and inhabitants of Cannes have resolved at a general meeting to celebrate the centenary of Lord Brougham by a series of *fiets* extending from the 14th to the 19th of next April. Preliminary festivities will take place next month to celebrate the laying of the foundation stone of the pedestal of Lord Brougham's statue.

On Wednesday, at the Inner Temple Hall, Mr. Baron Pollock presided over a meeting of members of the bar, called to consider the claims which the Charity Organization Society has upon the bar. On the motion of Sir H. James, seconded by Mr. Forsyth, Q.C., it was resolved,—"That this meeting is of opinion that the Charity Organization Society is engaged in a work of the utmost importance, and urges all members of the bar to assist it in the endeavour to make true charity more effective in promoting the welfare of the people."

At the sitting of the Common Pleas Division on the 22nd inst., Lord Coleridge announced, by desire of the Lord Chancellor, that assizes would be held in the different circuits, to begin on or about the 11th of January, in place of what used to be the Spring Assizes. By this arrangement, therefore, there will, in future, be four assizes in the year—in winter and summer for the trial of causes as well as prisoners, and in spring and autumn for prisoners only, except in some of the larger northern towns, where civil cases will always be taken as well.

At the Central Police-court, Glasgow, on Saturday, David Ronald or Connell was charged with falsehood, fraud, and wilful imposition in so far that, as sole partner of the firm of Fairweather & Co., carrying on business as law agents in Union-street, he had received 10s. from a chimney-sweep for legal advice, although he was not a

legally-qualified law agent. He pleaded not guilty, and in defence stated that it was a common thing for persons with a knowledge of the law, although not enrolled lawyers, to appear in cases in the Small Debt Court. The magistrate found the charge proved, and thought the ends of justice would be served by exposing the accused, and giving a warning to others. He, therefore, would dismiss him with an admonition. If any case of the kind were brought before him again, he would punish the offender smartly.

Before the Queen's Bench Division, on the 14th inst., in a case of *The Queen v. Watson*, Mr. Herschel, Q.C., appeared on behalf of the defendant, who was a solicitor, to show cause against a rule that had been obtained for a criminal information for slander. In June last the defendant appeared before the magistrates at Preston to defend a Mrs. Smith, who was charged under the Licensing Act for allowing a drunken person to be supplied with drink on her premises. The prosecutor in this application was Mr. Birley, one of the presiding magistrates, who heard the summons. The justice convicted Mrs. Smith, and the defendant, in a moment of irritation, under the conviction that their decision was wrong, said to the learned gentleman who was opposed to him, "What a shame!" Mr. Birley, overhearing the observation, asked the defendant what he had said, upon which he repeated it, adding, "You are not fit to sit on the bench." The defendant now admitted he did wrong in making the observation, and expressed his regret for having done so. Mr. Webster, Q.C., who appeared to support the rule, said the prosecutor had no personal feeling in the matter. He felt bound to bring the defendant's conduct before this court, but with their sanction he was willing to accept the defendant's apology. Mr. Justice Mellor said the observation was a very improper and unbecoming one, and the prosecutor had acted quite right in instituting these proceedings. They felt, however, that they might depart from the general rule on which they acted and allow the rule to be discharged on the defendant's payment of costs as between solicitor and client.

Law Student's Journal.

FINAL EXAMINATION.

List of gentlemen who passed their final examination in November, 1878:—

Armitage, E. H.	Durant, T., Jun.
Armistead, G. H., B.A.	Earee, G. W.
Banks, J. B.	Eastlake, W., Jun.
Barker, C. W. P.	Eaton, W., B.A.
Barrows, H. H.	Ebaworth, J., Jun.
Battaens, J.	Edwards, F., B.A.
Bell, H. J.	Emmet, L. E.
Beever, H.	Estcourt, A. S., LL.B.
Bennet, T.	Faithwaite, L. D.
Blyth, E. E., B.A.	Ford, E. C. B.
Boyce, H. R.	Foster, S. J.
Braithwaite, T. F.	Foster, E. J.
Brewer, J. F.	Foster, L. P.
Broad, C.	French, P. H., B.A.
Brooke, J. A.	Fulford, G. L.
Brown, A. H.	Geake, C. B.
Brown, C.	Geldard, R.
Brown, C. F., B.A.	Glasier, W. B.
Buckle, E.	Gottwalz, W. G.
Budd, R.	Griffin, G. H.
Carlisle, H. E.	Greenwood, C.
Carriek, R.	Guy, M.
Carter, C. W.	Haigh, J. R.
Charsley, G. H.	Hall, A. W.
Chilcott, G. H.	Hall, C. E.
Clarke, M. G.	Hanne, T. H.
Cobbold, L. T.	Harrie, H. B.
Collier, S. C., B.A.	Henry, F. W.
Cooke, W. R.	Havitt, E.
Cooper, R. W.	Hick, W. D.
Cooper, W.	Higgs, W.
Coward, J.	Higson, R.
Cross, J.	Hill, A. G.
Dasher, G. J.	Hinds, G. P.
Douglass, G.	Hobson, C. W.
Dummer, H.	Holmes, H.
Dunning, A. J.	Homan, H. E.

Hugman,
Jackson,
James, F.
James, G.
Jellicoe, E.
Jobson, E.
Johnson,
Johnson,
Langley,
Latter, E.
Leach, F.
Lowe, D.
Maitland,
Marshall,
Meire, S.
Mills, J.
Morgan,
Newman,
Nickinson,
Nurse, J.
Oddie, C.
Phillips,
Powell, J.
France, J.
Quilliam,
Robinson,
Robinson,
Robson,
Romer, J.
Rowland,

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QB 5

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Ex 7

QB 8

CP 9

CP 10

CP 11

CP 12

QB 13

Hugman, H.
Jackson, W.
James, F. R.
James, G.
Jellioce, E. G.
Jobson, E. P.
Johnson, H. E.
Johnson, H. J., B.A.
Langley, A. F. C. C.
Latier, E.
Leach, F. J.
Lowe, D. R. L.
Maitland, F. G.
Marshall, R., B.A.
Meire, S. C.
Mills, J.
Morgan, G. J. L.
Newman, S.
Nickinson, P.
Nurse, J. P.
Oddie, C. W.
Phillips, T. B.
Powell, J. H.
Prance, G. G.
Quilliam, W. H.
Robinson, C.
Robinson, T.
Robson, C. H. M.
Romer, F.
Rowland, W. N.

Schomberg, S.
Scott, W. H.
Smales, E. C.
Smer, T. J.
Smith, J. B.
Sparrow, S. J.
Speechley, A. J.
Stewart, G. A.
Stobo, W. S.
Stone, H. C.
Tabor, G. E.
Taylor, C.
Taylor, E.
Taylor, W. F., B.A.
Thompson, J. W., B.A.
Tilleard, A. A.
Trotter, E. B., B.A.
Tuck, W. C.
Tyacke, R. P.
Vincent, C. S.
Walford, A. B.
Webb, I. H.
White, G. G., Jun.
White, J. H.
Whitlock, G.
Whitty, W. J. S.
Wild, W.
Wilkins, E.
Williams, W.
Wilson, A. B., B.A.
Wynne, W. E.

Ex 14 Rogers and Chave (In Person) v McIntosh (Pitman and L)
Ex 15 Richards (Mercer and Mercer) v Grant and Clark and Punched (Ashurst, M and Co; Blunt, T and L), postponed SJ
Ex 16 Thurburn (Same) v Same (Same)
Ex 17 Anderson (Same) v Same (Same)
Ex 18 Aldred (Same) v Same (Same)
Ex 19 F Broadbent (Same) v Same (Same)
Ex 20 J Broadbent (Same) v Same (Same)
Ex 21 S Broadbent (Same) v Same (Same)
Ex 22 Browne (Same) v Same (Same)
Ex 23 Bainton (Same) v Same (Same)
Ex 24 Berry (Same) v Same (Same)
Ex 25 Cross (Same) v Same (Same)
Ex 26 Copley (Same) v Same (Same)
Ex 27 Cooke (Same) v Same (Same)
Ex 28 Cloutie (Same) v Same (Same)
Ex 29 Carlisle (Same) v Same (Same), postponed
Ex 30 Couper (Same) v Same (Same)
Ex 31 Corson (Same) v Same (Same)
Ex 32 Dand (Same) v Same (Same)
Ex 33 Dawson (Same) v Same (Same)
Ex 34 Eyre (Same) v Same (Same)
Ex 35 Glover (Same) v Same (Same)
Ex 36 Hannam (Same) v Same (Same)
Ex 37 Lord Hawke (Same) v Same (Same)
Ex 38 Hensley (Same) v Same (Same)
Ex 39 Hodgson (Same) v Same (Same)
Ex 40 Hull (Same) v Same (Same)
Ex 41 Huntries (Same) v Same (Same)
Ex 42 Joulé (Same) v Same (Same)
Ex 43 Johnson (Same) v Same (Same)
Ex 44 Lawson (Same) v Same (Same)
Ex 45 Lister (Same) v Same (Same)
Ex 46 R Moir (Same) v Same (Same)
Ex 47 J Moir (Same) v Same (Same)
Ex 48 Mercer (Same) v Same (Same)
Ex 49 Morris (Same) v Same (Same)
Ex 50 Blane (Same) v Same (Same)
Ex 51 Marshall (Same) v Same (Same)
Ex 52 Noblett (Same) v Same (Same)
Ex 53 Okell (Same) v Same (Same)
Ex 54 Peterson (Same) v Same (Same)
Ex 55 Page (Same) v Same (Same)
Ex 56 Reifern (Same) v Same (Same)
Ex 57 Rowlands (Same) v Same (Same)
Ex 58 Seaman (Same) v Same (Same)
Ex 59 Sewell (Same) v Same (Same)
Ex 60 G Stevenson (Same) v Same (Same), postponed
Ex 61 L C Stevenson (Same) v Same (Same)
Ex 62 Schofield (Same) v Same (Same)
Ex 63 Spowforth (Same) v Same (Same)
Ex 64 Sheriff (Same) v Same (Same)
Ex 65 Shaul (Same) v Same (Same)
Ex 66 Stone (Same) v Same (Same)
Ex 67 Thomas (Same) v Same (Same)
Ex 68 Treacher (Same) v Same (Same)
Ex 69 Townsend (Same) v Same (Same)
Ex 70 Watherson (Same) v Same (Same)
Ex 71 Wilden (Same) v Same (Same)
Ex 72 Wallis (Same) v Same (Same)
Ex 73 Waugh (Same) v Same (Same)
Ex 74 B Wood (Same) v Same (Same)
Ex 75 E T W Wood (Same) v Same (Same)
Ex 76 Wilmot (Same) v Same (Same)
Ex 77 Weaver (Same) v Same (Same)
Ex 78 Warren (Same) v Same (Same)
Ex 79 Taylor (Same) v Same (Same)
Ex 80 Turner (Same) v Same (Same)
Ex 81 Lowe (Same) v Same (Same)
Ex 82 Conyngham (Same) v Same (Same), postponed
Ex 83 York (Same) v Same (Same)
Ex 84 Copestake, exor. &c (Same) v Same (Same)
Ex 85 Way, exor. &c (Same) v Same (Same)
Ex 86 Denne (Same) v Same (Same)
Ex 87 James Watt and Co (G Webb) v Mercey Steel and Iron Co (lind (Norris, A and C) SJ
Ex 88 Ostrom and Fischer (H J Coburn) v Heintz (Nash and F), stayed
Ex 89 Girvin (Mercer and M) v Grant, Clark and Punched (Ashurst, M and Co; Blunt, T and L), postponed
Ex 90 Birch (Same) v Same (Same), postponed
Ex 91 Vincent (Same) v Same (Same), postponed
Ex 92 Dawson (Miller and Miller) v Same (Same), postponed
C P 93 Rathbone and ors (Freshfields and W) v Caldwell (J B Towse), commission SJ
Q B 94 Leese (Jno Frost) v Household (Field, R and Co), stayed SJ
C P 95 Blackwood and ors (J Rae) v Vaughan (T Cooper), commission SJ
Q B 96 The Admiralty (Hare and Fall) v Shepherd and ors (Hollams, Son and C) SJ
Q B 97 Gosman and anr (Subbard, G and Co) v Sigg and anr (Same), commission
C P 98 Weinstein and anr (Parker and Clarke) v Russian Steam Navigation, &c, Co (Same) SJ
Ex 99 Hoogendijk (J R Bailey) v Vander Zee (Simpson and C), commission SJ
C P 100 Wagstaff and ors (Parker and Clarke) v Anderson and ors (Hollams, Son and C), commission SJ
C P 101 Fraser (Same) v Morice (Waltons, B and W), commission SJ
C P 102 Hall (Same) v Jups (Same), commission SJ
Q B 103 Barnett (Hollams, Son and C) v Musgrave (R J Peed) SJ
Q B 104 Bank of Montreal (Bischoff, B and D) v Huntington (Field, R and Co), commission SJ
Ex 105 Masaru and ors (Murray, Hutchinson and Co) v Hobbly (Hollams, Son and C), commission SJ

Court Papers.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASTER OF THE ROLLS.	V.C. MALINS.
Saturday, Nov. 30	Mr. Holdship	Mr. Ward	Mr. Milne
Monday, Dec.. 2	Pemberton	Koe	King
Tuesday..... 3	Ward	Clowes	Farrer
Wednesday.... 4	Pemberton	Koe	King
Thursday..... 5	Ward	Clowes	Farrer
Friday..... 6	Pemberton	Koe	King
V. C. BACON.		V. C. HALL.	Mr. Justice FRY.
Saturday, Nov. 30	Mr. Koe	Mr. King	Mr. Latham
Monday, Dec.. 2	Latham	Toesdale	Merivale
Tuesday..... 3	Leach	Holdship	Milne
Wednesday.... 4	Latham	Toesdale	Merivale
Thursday..... 5	Leach	Holdship	Milne
Friday..... 6	Latham	Toesdale	Merivale

HIGH COURT OF JUSTICE.

MIDDLESEX.

MICHAELMAS SITTING, 1878.

This list contains all actions entered in Queen's Bench, Common Pleas, and Exchequer Divisions, in which notice of trial has been given; and also all actions in the Chancery Division, in which notice has been given of trial before a judge and jury, up to and including 2nd December, 1878.

LIST OF ACTIONS FOR TRIAL.

Ex 1 Waddell and anr (Lewis and Lewis) v Manero (Spyer and Son) SJ
C P 2 The Chartered Mercantile Bank of India, London, and China (Waltons, B and W) v The Netherlands Steam Navigation Co, lind (Lovell and Co), commission SJ
C P 3 Keighley (G W Keighley) v Shurreff (Morley and S), postponed SJ
C P 4 Getting (Same) v Same (Same), postponed SJ
Q B 5 Pickup (Hollams, Son and C) v Stevens and anor (Waltons, B and W) SJ
C P 6 Frowin and ors (Stephen Scott) v Sonenthal (Ashurst, M and Co), stayed SJ
Ex 7 Hanbury (Mercer and M) v Grant and ors (Same), postponed SJ
Q B 8 Moffatt and ors (Ingledow, I and G) v Williams (Plews, I and H), commission
C P 9 Allen (Roberts and B) v Wakefield (Waltons, B and W), commission SJ
C P 10 Lopez (H Montagu) v Rao (G R Innes and Son) SJ
C P 11 Barrow (Same) v The City Bank (Ingie, C and H) commission
C P 12 Brette (A Jones, T and G) v Williams (Norris, A and C), stayed
Q B 13 Fraser and Co (Sibbard, G and C) v Burrows (Waltons, B and W), commission SJ

- C P 106 Keay and anr (Pritchard and Sons) v Young and ors (Clarke, R and C; J Scott; Burton, Y and Co; Belfrage and M), commission SJ
- C P 107 Amazon Tug and Lighterage Co limd (Ashurst, M and Co) v Earle's Shipbuilding and Engineering Co limd (Chester, U and Co), commission SJ
- Q B 108 Phillips (W Beck) v Liebig's Extract of Meat Co limd (Crump and Son), commission SJ
- Q B 109 McQueen (Same) v Same (Same), commission SJ
- Q B 110 Turnbull and Son (Hollams, Son and C) v Street (Allin and G) SJ
- Q B 111 Pedersen (Johnsons, U B and A) v Dobell and Co (Field, R and Co), commission SJ
- Ex 112 Brook (Mersey and M) v Grant and ors (Amhurst, M and Co; Blunt, T and L), postponed
- C P 113 Smith and Co (Watson, B and W) v Carvill and Son (Hollams, Son and C), commission SJ
- C P 114 Dreyfus, Freres and Cie (Stibbard, G and Co) v Watts Milburn and Co (Torr and Co), commission SJ
- C P 115 Machan (Redpath and H) v Delcomyn (Hollams, Son and C) SJ
- Q B 116 Beit and Co (Pritchard and Sons) v Ramskill (In Person), postponed
- C P 117 Gardiner (Waltons, B and W) v Warns (F Bradley) SJ
- Ex 118 Teel (J T Luscombe) v Harding and ors (Russell, Son and C), without jury SJ
- Ex 119 Norman (T H E Ford) v Wilson (Hollams, Son and C)
- C P 120 Lawson (Tucker, B and Co) v Yeomans (Collette and C)
- C P 121 Walker (S H Behrend) v Hough (Bloxam and E), without jury, stayed
- C P 122 Jasmins (Lowless and Co) v Hyde (Hollams, Son and C), commission SJ
- C P 123 Fenwick and Co (Same) v Cohen (Pyke, I and P), commission SJ
- Q B 124 Middleton and Co (Shum, C and Co) v Churchill and anr (Hollams, Son and C) SJ
- Q B 125 Vanderzee and Co (Simpson and C) v Campbell, Robertson and Co (J R Chidley) SJ
- Q B 126 Hill and Son (Hollams, Son and C) v Wilson, Son and Co (Lowless and Co) SJ
- Q B 127 Pickup (Same) v The Merchant Marine Insurance Co limd (Argles and R) SJ
- Ex 128 Same (Same) v The British and Foreign Marine Insurance Co limd (Same) SJ
- Ex 129 Eade (C Gregory) v Radcliffe (Angell and I Terry)
- Ex 130 Same (Same) v Jacobs (Same)
- Q B 131 Weigel (W Beck) v Anderson and anr (Hollams, Son and C), postponed
- Q B 132 Browning (Fry and H) v Hallam (Rooks and Co)
- Q B 133 Southwark and Vauxhall Water Works Co (Bircham and Co) v Quick (Hollams, Son and C) SJ
- C P 134 Whinhead and anr (J G Shearman) v Thornton and wife (L Bartlett)
- Q B 135 Jarvis (F Bradley) v Kreeft, Howard and Co (Stokes, S and S)

(To be continued.)

SALES OF ENSUING WEEK.

- December 3.—Mr. WALTER KNIGHT, at the Masons' Hall, Masons'-avenue, at 1 p.m., Leasehold Property (see advertisement, November 23, p. 4).
- December 5.—Messrs. ELSWORTH & KNIGHTON, at the Mart, at 2 p.m., Leasehold Property (see advertisement, this week, p. 4).

LONDON GAZETTES.

Professional Partnerships Dissolved

TUESDAY, Nov 26, 1878.

- Simson, T. B. Wm. Wakeford, and S. Barker Simson, Great George's st, Westminster, Parliamentary Agents. Nov 19

Winding up of Joint Stock Companies.

LIMITED IN CHANCERY.

FRIDAY, Nov. 21, 1878.

- Advance Bank, Limited.—Petition for winding up presented Nov 20, directed to be heard before the M.R., on Nov 30. Ingle and Co, Threadneedle st, agents for Paddock and Sons, Hanley, solicitors for the petitioners
- Charterley Iron Company, Limited.—Petition for winding up presented Nov 20, directed to be heard before V.C. Malins, on Dec. 6. Norris and Co, Bedford row, solicitors for the petitioner
- Charterley Iron Company, Limited.—Petition for winding up presented Nov 21, directed to be heard before V.C. Hall, on Dec 6. Crossa and Co, Lancaster place, Strand, agents for Riley, Wolverhampton, solicitor for the petitioners
- Coombe Works, Limited.—Petition for winding up presented Nov 20, directed to be heard before the M.R., on Nov 30. Best and Co, Essex st, Strand solicitors for the petitioners
- Emmons and Company, Limited.—Petition for winding up presented Nov 16, directed to be heard before V.C. Bacon, on Saturday Nov 30. Raven and Co, Queen Victoria st, solicitors for the petitioners
- New Silstone Colliery Company, Limited.—Petition for winding up presented Nov 19, directed to be heard before the M.R., on Dec 7. Fellows and Brown, Lancaster place, Strand, agents for Potts, Birmingham, solicitors for the petitioners
- Oldham Land and Building Company, Limited.—V.C. Hall, has by an order, dated Nov 9, appointed Hugh Shaw, Clegg st, Oldham, to be official liquidator. Creditors are required on or before Dec 31, to send their names and addresses and the particulars of their debts or claims to the above. Friday, Jan 10 at 12, is appointed for hearing and adjudicating upon the debts and claims

Rathwaite Barytes Company, Limited.—Petition for winding up presented Nov 30, directed to be heard before the M.R., on Nov 30. Rexworthy, Chesapeake, solicitor for the petitioner

Surrey Masonic Hall Company, Limited.—Mr. Justice Fry has by an order dated Oct 18, appointed Henry Arthur Dubois, Chancery Lane, and Robert Payne, Leithbury, to be joint official liquidators. Creditors are required on or before Dec 19, to send their names and addresses and the particulars of their debts or claims to the above 115, Chancery Lane. Tuesday, Jan 7 at 11, is appointed for hearing and adjudicating upon the debts and claims

UNLIMITED IN CHANCERY.

FRIDAY, Nov. 22, 1878.

Newport and Pillgwenly Co-operative Loan Society.—Petition for winding up presented Nov 18, directed to be heard before the M.R., on Nov 30. Warrington, Greenham buildings, agent for David, Newport, solicitor for the petitioners

LIMITED IN CHANCERY.

TUESDAY, Nov 26, 1878.

- Calow Colliery Company, Limited.—By an order made by V.C. Hall, dated Nov 16, it was ordered that the above company be wound up. Roberts, Coleman st, solicitor for the petitioners
- Carbor Company, Limited.—By an order made by the M.R., dated Dec 16, it was ordered that the above company be wound up. Mills and Co, Brunswick place, City rd, solicitors for the petitioner
- Consolidated Fire Insurance Company, Limited.—Petition for winding up presented Nov 22, directed to be heard before V.C. Hall, on Dec 16. Maskey and Co, Coleman st, solicitors for the petitioner
- Hamilton's Windsor Iron Works, Limited.—By an order made by V.C. Malins, dated Nov 18, it was ordered that the voluntary winding up of the above company be continued. Moon, Lincoln's-inn-fields, solicitor for the petitioners
- Oldham Gazette Printing Company Limited.—By an order made by the M.R., dated Nov 16, it was ordered that the above company be wound up. Lane and Co, South st, Gray's inn, agents for Haschen and Watson, Oldham, solicitors for the petitioners
- Star Rolling Mills Company, Limited.—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims to William Barclay Peat, Middleborough. Friday, Jan 17 at 12 is appointed for hearing and adjudicating upon the debts and claims
- Virtue and Company, Limited.—By an order made by the M.R., dated Nov 16, it was ordered that the voluntary winding up be continued. Morley and Shirreff, Palmerston buildings, Old Broad st, solicitors for the petitioners

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

FRIDAY, Nov 23, 1878.

Blackrod and Brynn Moss Coal and Cannel Company, Limited.—Petition for winding up presented Nov 16, directed to be heard before the V.C. on Dec 3, at St George's Hall, Liverpool. Ramwell and Co, Manchester, agents for Hindle, Over Darwen, solicitor for the petitioners

Union Railway Carriage and Wagon Company, Limited.—Petition for winding up presented Nov 16, directed to be heard before the V.C. on Dec 3, at St George's Hall, Liverpool. Addleshaw and Warburton, Manchester, solicitors for the petitioners

Friendly Societies Dissolved.

TUESDAY, Nov 26, 1878.

Friendly and Mutual Assurance Society for the parishes of Alresford, Bradwell, Broughton, Clansfield, Kenoc, Langford, and Shill, Bradwell, Oxford. Nov 21

Uttoxter Female Friendly Society, Townhall, Uttoxter, Stafford. Nov 22

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Nov. 12, 1878.

- Betta, William Hesketh, New Cross rd, Commercial Clerk. Dec 16. Betts v. Winkfield, V.C. Malins. Pettiver, College st, College hill
- Harvey, Eliza, Tregunter rd, Brompton. Dec 4. Godfrey v. Harben, V.C. Hall. Hanhart and Gillman, Southampton st, Bloomsbury sq
- Hearn, Charles Edmund, Lower Tooting, Gent. Dec 9. Trent v. Hearn, V.C. Hall. Wood, North building, Finsbury circus
- Ingle, James, Standground, Hurts, Wheelwright. Nov 30. Norman v. Fen, V.C. Malins. Walts, St Ives to be heard before the V.C. on Dec 16. Towers v. Isaacs, V.C. Malins. Lovell, Guildhall chambers, Basinghall st
- Orpen, Lawrence, Rivenhall, Essex, Farmer. Dec 15. Be-wick v. Orpen, V.C. Hall. Smoothy and Hobbs, Braintree
- Robson, James, Paris, Gent. Dec 9. Emly v. Davidson, V.C. Bacon. Watson, Newcastle-upon-Tyne
- Sandys, William, Park crescent, Clapham, Gent. Dec 10. Sandys v. Capes, V.C. Hall. Bount, King st, Oldspade

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Nov 15, 1878.

- Ashby, John, Launton, Oxford, Esq. Dec 15. John Bate, Finborough rd, Kersington
- Bate, Ashby, Birmingham, General Merchant. Dec 15. John Bate, Finborough rd, Kersington
- Biggs, Eliza Julia, Thistle grove, Fulham rd. Dec 7. Trovay, New Bond st
- Bishop, William Richard, Exeter, Gent. Dec 24. Brembridge, Bampfylde st, Exeter
- Bulman, Hannah, Pagecroft Warden, Northumberland. Nov 29. Lockhart, Hexham
- Duff, Eugenia Maria, Lisbon, Portugal. Dec 31. Arnold and Co, City rd, Lincoln's-inn
- Emanuel, Joseph, Edgbaston, Warwick, Gent. Jan 12. Russell and Harris, Birmingham
- Foot, Richard Rogers, Stockbridge terrace, Pimlico. Dec 20. Bagshaw, Moorgate st
- Ford, Arthur John, Madeley, Salop, Mercr. Jan 13. Potts, Worcester
- Green, Mary Ann, Colchester, Essex. Dec 31. Potts, Colchester
- Griffin, Mathias, Ryce, Boho Hill, Handsworth, Coffee Merchant. Feb 13. Ryland and Co, Birmingham

Hall, James Middleton, Scarborough, York, Esq. Dec 31. Silvester and Son
 Harper, James, Bridlington, York, Gent. Jan 11. Cooper and Sons
 Harper, Thomas, Burlington, York, Gent. Jan 11. Cooper and Son,
 Manchester
 Hayward, Susannah, Conock, Wilts. Dec 29. Norris and Hancock,
 Devizes
 Jorge, Pedro, Lisbon, Portugal, Esq. Dec 31. Arnold and Co, Carey
 & Lincoln's-inn
 Liddiard, William, Manufacturing Chemist, Wimb'or, Sarrey. Dec 31.
 Child, Old Jewry Chambers, Old Jewry
 Light, Ann, Wington, Somerset. Jan 10. Hamlin, Wington
 Mercer, John, Epsom, Surrey, Common Carrier. Jan 12. White,
 Epsom
 Miles, Henry William, Tregunter rd, West Bromwich, Gent. Dec 25.
 Spicer, Queen st place
 Morris, Elizabeth, Collingborne, Kingston, Wilts. Dec 29. Norris
 and Hancock, Devizes
 Orrell, Woodville John, Ashwick, Gloucester, Esq. Dec 31. Simpson
 and North, Liverpool
 Packer, Rev Christopher, Ruislip, Middlesex, Clerk. March 1. Giraud,
 Furnival's-inn
 Pickering, Thomas, Liverpool, Licensed Victualler. Jan 11. Cleaver
 and Holden, Liverpool
 Procter, William, Liverpool, Tobacco Manufacturer. Jan 1. Kent,
 Liverpool
 Radcliffe, Hubert Delme, Hitchin Priory, Hertford, Esq. Dec 31.
 Hawkins and Linsell, Hitchin
 Robinson, Elizabeth, Stoke-upon-Trent. Dec 10. Pamphilon, Stoke-
 upon-Trent
 Saunders, John Hall, Murray st, Hoxton. Dec 20. Saunders,
 Portland Villa, Squires Mount, Hampstead
 Semblah, John Ann, Tudor-morten, Gent. Dec 10. Stansfeld and Sager,
 Tividale
 Tiger, Ann, Ebenezer place, Hackney, News Agent. Dec 31. Rae,
 South sq, Gray's-inn
 Tye, Edward Denis de, Bare, Lancaster, Doctor of Medicine. Jan 31.
 Sharp and Son, Lancaster
 Williams, Samuel, Bostombe rd, Shepherd's Bush, Gent. Jan 1. Nisbet
 and Co, Line in's-inn-fields
 Wilson, William, Kingston-upon-Hull, Gent. Jan 21. Singleton and
 Marston, Hull

TUESDAY, NOV. 26, 1878.

Armstrong, Sarah, Fallowfield, nr Manchester. Jan 15. Earle and
 Co, Manchester
 Auckland, Samuel, Colby, Lincoln, Brewer. Dec 14. Tognies and
 Co, Lincoln
 Beraup, Martin, Newcastle-upon-Tyne, Doctor in Medicine. Feb 1.
 Ingledew and Daggett, Newcastle-upon-Tyne
 Chapman, William, Luxulyan, Cornwall, Yeoman. Dec 21. Giods and
 Co, St Austell
 Cony, Joseph, Spurslow, Chester, Farmer. Dec 21. Martin, Nant-
 wich
 Davies, John, Sen., Coalbournbrook, Stafford, Glass Manufacturer
 Jan 1. Corver and Walker, Stourbridge
 Fawcington, William, Mookgate, York, Horse Dealer. Jan 1. Newton
 and Co, York
 Hoke, Rev John, Compton, nr Plymouth. Jan 1. Rooker and Co,
 Plymouth
 Furlham, John, Stoke-upon-Trent, Victualler. Dec 31. Keary and
 Marshall, Stoke-upon-Trent
 Fisher, J. O., Leicester, Newspaper Proprietor. Jan 1. Stone and Co,
 Leicester
 Gull, John, Ashton-under-Lyne, Surgeon. Dec 20. Brooks and Co,
 Ashton-under-Lyne
 Gear, Ann, Bradford-on-Avon. Jan 15. Beaven, Bradford-on-
 Avon
 Gibson, Mary Morley, Lyall place, Eaton sq. Dec 31. Tucker, Manches-
 ter
 Gibson, Thomas, Lyall place, Eaton sq. Dec 31. Tucker, Manches-
 ter
 Hewlett, George, Brighton, Boarding-house Keeper. Jan 31. Stevens
 and Son, Brighton
 Hookins, John, Redland, Bristol, Wholesale Stationer. Dec 30. Evans,
 Bristol
 Hunter, Rev David, Cheshunt, Herts. Dec 31. Wilde and Co, College
 Hill
 Kiskly, Matthew, Ancoats, Manchester, Tripe Dresser. Dec 21. Whit-
 worth, Manchester
 Lawrence, Elizabeth, Eddington, Kent. Dec 21. Plumber and Field-
 ing, Canterbury
 Lacey, Thomas, Ashby-de-la-Zouch, Leicester, Gent. Jan 1.
 Ormrod and Allen, Manchester
 McLaurin, John, Ectington, Derby, Painter. Feb 1. Alderson and Son
 Ectington
 Mochouse, Edwin, Ashton-under-Lyne, Reed Manufacturer. Jan 18.
 Gerstide, Ashton-under-Lyne
 Nevill, Henry Reginald, Charles st, Berkeley sq, Esq. Dec 21. Talbot
 and Tasker, Bedford row
 New, David, Nottingham, Esq. Dec 31. Hunt and Williams, Notting-
 ham
 Parkinson, Elizabeth, Chelmsford, Essex. Dec 15. Mason and Ed-
 wards, Lincoln's-inn-fields
 Pope, Eliza, Cromwell terrace, Harrow rd. Feb 1. Rawlings, Bishops-
 gate at Within
 Postlethwaite, John, Hollins, Cumberland, Gent. Dec 7. Brown,
 Whitehaven
 Taylor, Staveley, Liverpool, Shipowner. Jan 1. Lattey and Hart,
 Greatham House, Old Broad st
 Thorpeley, John, Bond cr, Walbrook. Jan 1. Shum and Co, King's
 rd, Bedford row
 Williams, Nicholas Couch, Ramsgate, Kent, Snaek Owner. Dec 31.
 Edwards and Son, Ramsgate
 Woodward, Mary Smith, Great Tey, Essex. Jan 1. Crick and Free-
 man, Maldon
 Woodward, Samuel, Great Tey, Essex, Farmer. Jan 1. Crick and
 Freeman, Maldon

BANKRUPTS.

FRIDAY, NOV. 22, 1878.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Fonsana, S V, Old Broad st. Pet Nov 19. Hazlitt. Dec 11 at 11
 Harris, Charles Alfred, Curtain rd, Shoreditch, Mattress Maker. Pet
 Nov 8. Brougham. Dec 3 at 11
 Hayward, George, Phipps st, Shoreditch, Coffee house keeper. Pet
 Nov 20. Brougham. Dec 3 at 11.30
 Matthew, Thomas, and John Fairlie, Glasgow, Merchants. Pet Nov 18.
 Brougham. Dec 4 at 2

To Surrender in the Country.

Browning, Reuben James, Blitheth, Commercial Clerk. Pet Nov 19.
 Pitt-Taylor. Greenwich, Dec 10 at 3
 Colbran, William, Whitehall, Sussex, Licensed Victualler. Pet Nov 16.
 Goodwin. Hastings, Dec 7 at 11
 Hutton, James Fassel Melis, Liverpool, Scythe Manufacturer. Pet
 Nov 17. Belringer. Liverpool, Dec 3 at 12
 Noble, William Henry, West Vale, Halifax, Monumental Mason. Pet
 Nov 20. Rankin. Halifax Dec 5 at 11
 Payley, Alfred, Sheffield. Pet Nov 19. Rodgers. Sheffield, Dec 4 at 1
 Scole, William, North Woodwich, Builder. Pet Nov 18. Pitt-Taylor.
 Greenwich, Dec 10 at 2

TUESDAY, NOV. 26, 1878.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bass, Edwin William, Wincles er ct, Monkwell st, Wine Merchant.
 Pet Nov 21. Murray. Dec 13 at 11
 Phillips, Edward, Hackney rd, Cabinet Maker. Pet Nov 21. Murray.
 Dec 13 at 12

To Surrender in the Country.

Brown, Francis, Peterborough, Solicitor. Pet Nov 23. Gaches. Peter-
 borough, Dec 11 at 11
 Chambers, Charles, and Thomas Theodore Chambers, Leicester, Boot
 Manufacturers. Pet Nov 21. Ingram. Leicester, Dec 9 at 12
 Crofts, John, ten, Baxterley, Warwick, Farmer. Pet Nov 21. Parry.
 Birmingham, Dec 8 at 2
 Grantham, James, B. row-in-Furness, Grocer. Pet Nov 21. Postle-
 thwaite. Ulverston, Dec 10 at 11
 Gratix, Charles Frederick, Manchester, Timber Merchant. Pet Nov 22.
 Liver. Manchester, Dec 9 at 11
 Humphreys, Richard, Aston-juxta-Birmingham, Soda Water Manufac-
 turer. Pet Nov 20. Cole. Birmingham, Dec 19 at 2
 Nelson, John Thomas, Woodhouse, Leeds, Mechanical Engineer. Pet
 Nov 21. Marshall. Leeds, Dec 11 at 11

BANKRUPTCIES ANNULLED.

TUESDAY, NOV 26, 1878.

Jones, Louis, Praed st, Paddington, Glass Cutter. Nov 22

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, NOV 22, 1878.

Abbott, John, Worlingworth, Suffolk, Veterinary Surgeon. Dec 3 at
 10.30 at offices of Mills, Elm st, Ipswich
 Alldred, Jephtha, Godalming, Surrey, Bootmaker. Dec 4 at 12 at
 Anderton's Hotel, Fleet street. Preston, Guildford
 Archer, Simeon, and Thomas Harper, Darlington, Nut and Bolt Manu-
 facturer. Dec 3 at 11 at offices of Slater and Marshall, Butercot,
 Darlington
 Armstrong, Charles William, Upholland, Lancaster, Innkeeper. Dec
 7 at 12 at offices of Lees, King street, Wigan
 Ashton, John, Castleford, York, Boatman. Dec 5 at 2 at Commercial
 Hotel, Albion street, Leeds. Phillips, Castleford
 Athey, George, Woodles Maltby, near Rotherham, Farmer. Dec 4 at
 11 at offices of Rhoads & Co, High street, Rotherham
 Atkins, Thomas, Wolverhampton, Grocer. Dec 10 at 11 at offices of
 Vaughan, Walsall street, Widenhall
 Atkinson, William, New Ferry, Chester, Builder. Dec 12 at 2 at offices
 of Newman, Sweeting street, Liverpool
 Avery, John Rowland, Backburn, Chairmaker. Dec 5 at 3 at offices
 of Scott, Victoria street, Blackburn
 Badger, William James, Worcester, Farmer. Dec 9 at 2 at offices of
 Goddingham, Foregate street, Worcester
 Balm, Samuel, and William Hosson, Mixenden, Halifax, Worsted
 Spinners. Dec 6 at 11 at White Lion Hotel, Silver street, Halifax
 Boocock, Halifax
 Barratt, William, Leeds, Outfitter's Manager. Dec 4 at 11 at offices of
 Weston, Park row, Leeds
 Bayley, Hamlet Alfred, Warwick, Clerk. Dec 7 at 10 at offices of G. Geo.
 Ann street, Birmingham
 Bell, Alexander, and Andrew Mackintosh Bell, Finch lane, Merchant.
 Dec 10 at 2 at offices of Turquand & Co, Tokenhouse yard. Link-
 later & Co, Walbrook
 Bell, Edward James, Liverpool, Merchant. Dec 6 at 2 at offices of
 Binner & Co, North John street, Liverpool. Bateson and Co, Liver-
 pool
 Bell, Robert, Kingston-upon-Hull, Joiner. Dec 4 at 2 at George Hotel,
 Whitefriargate, Kingston-upon-Hull. Laverack, Hull
 Bentley, Arthur, Avondale square, Old Kent road, Clothier's Assistant.
 Nov 30 at 3 at offices of Marshall, Bedford row
 Bentley, William Mitchell, Bolton, Lancashire, Wholesale Confectioner.
 Dec 4 at 3 at offices of Forshaw and Parker, Cannon street, Finsbury
 Blakey, John, Scarborough, Common Brewer. Dec 6 at 3 at Abbott's
 Railway Hotel, Tanner street, York. Mody & Co, Scarborough
 Bond, George, Earl's court gardens, S. u. h Kensington, Tailor. Dec
 10 at 3 at offices of Christmas, Walbrook
 Bowell, George Golding, Bristol, Ironmonger. Nov 29 at 2.30 at
 Queen's Hotel, Birmingham. Brown, Bristol
 Bradbury, William, Leicester, Bootmaker. Dec 5 at 3 at offices of
 Burgess and Williams, Barlidge street, Leicester
 Brownhill, James, Liverpool, Watchmaker. Dec 6 at 3 at offices of
 Yates and Co, Water a root, Liverpool
 Brunyer, Jonathan Bayles, Epworth, Lincoln, Farmer. Dec 4 at 2 at
 Red Lion Inn, Thorne. Mander and Son, Wakefield

Budden, Harry, Bass-grocer, Builder. Dec 5 at 11 at offices of Chandler and Son, Basingstoke.

Burnett, Dixon, Alnwick, Northumberland. Bootmaker. Dec 6 at 11 at offices of Forster and Paynter, Finkle street, Alnwick.

Cain, John, Hyde, Berseller. Dec 4 at 3 at offices of Smith, Hyde.

Chapman, Edward George, Effra road, Brixton, Licensed Victualler. Dec 9 at 3 at Inns of Court Hotel, High Holborn. Barnett, Palmerston build'g's, Old Broad street.

Chappells, Samuel, Ashton-under-Lyne, Confectioner. Dec 5 at 3 at Pitt and Nelson Hotel, Old street, Ashton-under-Lyne. Clayton, Ashton-under-Lyne.

Clapperton, John Turnbull, Carlisle, Tailor. Dec 9 at 3 at offices of Errington, English street, Carlisle.

Cochrane, Thomas, Newcastle-upon-Tyne, Hatter. Dec 5 at 3 at offices of Strachan, Grainger street West, Newcastle-upon-Tyne. Charlres & Co, Newcastle-upon-Tyne.

Colbeck, John, Kilburn, York, Chemist. Dec 3 at 11 at offices of Oxley & Co, Westgate, Rotherham.

Collins, Richard, Stockport, Paper Dealer. Dec 13 at 3 at offices of Horner and Son, Clarence st, Manchester.

Coolson, William Edward, Leicester, Bricklayer. Dec 6 at 3 at offices of Shires, Market st, Leicester.

Cox, George, St Thomas the Apostle, Deven, Carpenter. Dec 7 at 10 at offices of Southcott, Post office at Exeter.

Crippwell, Henry, Ilkeston, Draper, Builder. Dec 6 at 3 at offices of Bright, Town Club chambers, Wheeler gate, Nottingham.

Cuckson, Edwin, Workop, Coal h. Builder. Dec 6 at 2 at offices of Whall, Bridge st, Workop.

Darby, Charles Henry, Aston-juxta-Birmingham, out of business. Dec 4 at 3 at offices of Parry, Fenmet's hill, Birmingham.

Darley, Alpha, Workop, Grocer. Dec 3 at 2 at the Criterion Rooms, Bridge st, Workop. Couls n.

Davison, George, Wingate, Durham, Beerhouse Keeper. Dec 6 at 3 at offices of Bell, Church st, West Hartlepool.

Dent, Richard Pettenger, Kingston-upon-Hull, Steam Sawyer. Dec 5 at 11 at offices of Stodd and Sibbe, Bishop lane, Kingston-upon-Hull.

Digby, Henry, Chelmsford, Essex, Fishmonger. Dec 6 at 4 at offices of Jones and Scarlett, Tindal st, Chelmsford.

Dee, Thomas Sted, Worsington, Essex, Milliner. Dec 3 at 11 at the Fleete Hotel, Colchester. Cardinal, Halstead.

Dodgins, Jabez Sweet, Bradford, Auctioneer. Dec 11 at 11 at offices of Lockyer, Graham buildings, Basinghall st.

Dotchson, Joseph, Whitby, York, Tailor. Dec 5 at 3 at the Black Swan Hotel, Coney st, York. Dotchson, Whitby.

Dove, Thomas, Sutton-in-Ashfield, Nottingham, Greengrocer. Dec 4 at 11 at offices of Stevenson, Brougham chambers, Wheeler gate, Nottingham.

Dowker, John, Ambleside, Westmoreland, Greengrocer. Dec 7 at 11 at offices of Gately, Ambleside.

Dyke, George, Nantglyn, Mon, Saddler. Dec 7 at 1 at offices of Browne, Market chambers, Brynmawr.

Edwards, William, Wolverhampton, Boot Manufacturer. Dec 5 at 3 at offices of Wilcock, Queen's chambers, North st, Wolverhampton.

Ford, William, Ferndale, Glamorgan, Builder. Dec 5 at 10 at offices of Rosser, High st, Pontyfridd.

Foster, Joseph, Overend, Halifax, Woolen Manufacturer. Dec 6 at 3 at offices of Wrayell and Co, George st, Halifax.

Fewier, Henry, 5 musel Denning, Wambrook, Dorset, Farmer. Dec 6 at 1 at the George Hotel, Chard. Reed and Cook, Taunton.

Fowles, John, Barbourne, Worcester, Cab Proprietor. Dec 5 at 1 at offices of Clutte-buck, the Forgeate, Cross, Worcester.

Fox, Alfred, Bradford, Manufacturer. Dec 9 at 11 at offices of Gardiner and Jeffery, Bond st, Bradford.

Franklin, Richard, Grimsbury, Northampton, Tailor. Nov 30 at 3 at the Leather Bottle Inn, Bridge st, Bantury. Hawtin, Banbury.

Freeman, George, Salisbury, Worcester, out of business. Dec 4 at 12 at offices of Piper, the Court House, Leobury.

French, John Todd, Ferret Gate, Essex, Fancy Dealer. Dec 4 at 2 at offices of Mossop, Cannon st.

French, Charles Robert, Gunze All Saints, Dorset, Farmer. Dec 5 at 12 at Lang's Hotel, Wimborne. Whatman, Salisbury.

Gardner, William, jun, Liverpool, Grainer of Oxide of Iron Ore. Dec 11 at 2 at offices of Parkinson, Lord st, Liverpool.

Gatchouse, Christopher Roe, Lyndlich, Dorset, Dairyman. Dec 3 at 11 at office of Cooper, Winton.

Gautier, Jules, Camden rd, Camden Town, Pianoforte Manufacturer. Dec 2 at 2 at offices of Moore, Bedford row.

Gianni, Trinnette Egniot, and Angelo Gianni, Alnwick, Northumberland, Jewellers. Dec 10 at 11 at the Queen's Hotel, Birmingham.

Forster and Paynter, Alnwick.

Glaspool, George, Portsea, Seward and Meesman of the Royal Engineers' Club. Dec 6 at 3 at offices of Ford, Queen st, Portsea.

Gleshill, John Cockitt, Great Horton, York, Grocer. Dec 4 at 11 at offices of Terry and Robinson, Market st, Bradford.

Goddard, William Henry, Barrow-in-Furness, Dentist. Dec 5 at 11 at the King's Arms Hotel, Barrow-in-Furness. Sims, Barrow-in-Furness.

Gray, Thomas John, Upper Tachbrook st, Pimlico, Hatter. Dec 5 at 3 at offices of Christmas, Walbrook.

Hammett, Samuel, St Athan, Glamorgan, Shoemaker. Dec 9 at 2 at the Royal Hotel, St Mary st, Cardiff. Stockwood, Cowbridge.

Hardwick, John, Extrington, York, Farmer. Dec 6 at 1 at offices of Pickering, Parliament st, Kingston-upon-Hull. Bantoft and Son, Selby.

Hardy, Elizabeth Watson, South Shields, Dealer in Berlin Wools. Dec 5 at 3 at offices of Chapman, King st, South Shields. Moore, South Shields.

Hargreaves, Lawrence, Normanton, York, Butcher. Dec 4 at 3 at offices of Horner, Wood st, Wakefield.

Hargreaves, Richard, Liverpool, Licensed Victualler. Dec 4 at 12 at offices of Kity, Lord st, Liverpool.

Harrison, Horatio James, Manchester, Drysalter. Dec 4 at 3 at offices of Elliott, King st, Manchester.

Harrison, Frieley, Bradford, Grocer. Dec 4 at 11 at offices of Lancaster and Wri. h's, Manor row, Bradford.

Hiron, William Henry, Chipping Campden, Gloucester, out of business. Nov 29 at 2 at the Noel Arms Hotel, Chipping Campden, in lieu of the place originally named.

Hawkes, John, Aston, Warwick, Painter. Dec 6 at 12 at Knapp's Hotel, High st, Birmingham. Vaughan, Willenhall.

Holt, James, and George Henry Mountain, Manchester, Cabinet Makers. Dec 10 at 11 at offices of Smith, King st, Manchester.

Holt, Richard Hardman, and James McAdam, Manchester, Cabinet Printers. Dec 10 at 2.30 at the Mirror Hotel, Cathedral yard, Manchester. Brett and Craven, Manchester.

Hopkins, Frederick William, East Dulwich, Gardener. Dec 4 at 11 at offices of P. nill, Fen court, Fenchurch st.

Hopkinson, Jam. s. William, Workop, Joiner. Dec 4 at 11 at offices of Coulson, Bridge st, Workop.

Horton, John, Barby, York, Potato Merchant. Dec 3 at 3 at the Old Swan Inn, Selby. Wright, Selby.

Howells, John, Canton, Cardiff, Timber Merchant. Dec 9 at 3 at offices of Tribe and C, Cr. cherbown, Downing and Price, Cardiff.

Howey, William Fenwick, North Shields, Grocer. Dec 3 at 2.30 at the Albion Hotel, North Shields. Fenwick, North Shields.

Hawkins, William Sturmer, Leicester, no occupation. Dec 6 at 11 at offices of Wright and Hicks, Belvoir st, Leicester.

Jackson, Thomas, Huddersfield, Wine Merchant. Dec 4 at 11 at offices of Sykes and Son, Lo d st, Huddersfield.

James, Boris, Tatten, Somerset, Farmer. Dec 12 at 19 at the Talbot Hotel, Queen Victoria st, Bristol. Chapman, Weston-super-Mare.

Kaufmann, Joseph, Fenchurch st, Merchant. Feb 17 at 2 at offices of Lonsdale and Estlin, Austin Friars.

Knight, James John, Top-field place, Crouch End, Grocer. Dec 4 at 1 at 4, Arthur st east. May and Co, Adelaide place, London Bridge.

Lawrence, Jesse, Great Berkhamstead, Hertford, Draper. Dec 9 at 11.30 at offices of Shugar and Co, Great Berkhamstead.

Lewis, Evan, Swansea, out of business. Dec 7 at 11 at offices of Lascells, Narberth.

Liefield, William, Edgbaston, nr Birmingham, Butcher. Dec 5 at 11 at offices of Fellows, Cherry st, Birmingham.

Lichies, George, Boroughbridge, York, Innkeeper. Dec 5 at 11 at offices of Crumlie, Stonegate, York.

Loughorne, Peter, Bradford, Harness Maker. Dec 4 at 3 at offices of Robinson and Robinson, Keighley.

Lyons, Frederick Charles, Woolwich, Army Contractor. Dec 14 at 3 at offices of Cooper, Plumstead rd, Plumstead.

Maley, James Robert, Appack rd, Brixton, Builder. Dec 10 at 4 at 45, Chancery lane, Norris, Southampton buildings, Chancery lane.

Marshall, John, Blackpool, Joiner. Dec 18 at 11 at offices of Morgan, Church st, Blackpool.

Matthews, Thomas John, Lancel place, Stoke Newington, Tailor. Dec 6 at 3 at offices of Butcher, Moorgate station buildings, Finsbury pavement. Pettiver, College st, College Hill.

Meredith, David, Llandudno, Carnarvon, Provision Dealer. Dec 5 at 3 at offices of Jones, Bridge st, Conway.

Moite, Frederick John, Braford, Grocer. Dec 3 at 3 at offices of Barry and Robinson, Charles st, Bradford.

Monk, John, Nottingham, Mineral Water Manufacturer. Dec 9 at 11 at offices of Lees, Middle pavement, Nottingham.

Monley, Henry, Bideford, Tailor. Dec 7 at 11.30 at offices of Thorne, Castle st, Barnstaple.

Mott, John, Worcester, Commission Agent. Nov 30 at 1 at the Saracen's Head, Tything, Worcer. t. Allen and Beauchamp, Worcester.

Moulton, Joseph, Pickering place, Westbourne grove, Dealer in Ornamental Tiles. Dec 3 at 2 at offices of Payne, Finsbury pavement.

Noot, George, Tenby, Pembroke, Builder. Dec 5 at 10.30 at offices of Thomas, Crackwell st, Tenby.

North, Frederick, Manchester, Working Jeweller. Dec 7 at 2 at offices of Welsh, Victoria chambers, Queen st, Huddersfield.

Owens, Peter Allan, Walton, nr Liverpool, Stevedore. Dec 6 at 2 at offices of Parkinson, Lord st, Liverpool.

Parker, William Rowson, Manchester, Financial Agent. Dec 9 at 1 at offices of Floyd and McNaught, Norfolk st, Manchester. Hulme and Co.

Parr, John, Stonnall, Stafford, Farmer. Dec 9 at 11 at offices of Ashm. lli, Market st, Lichfield.

Paroleo, Meredith, Gloucester, Artisl. Dec 3 at 11 at offices of Castle, Broad st, Bristol.

Perrins, Henry, Burton-on-Trent, Boot Manufacturer. Nov 9 at 3 at the Midland Hotel, Burton-on-Trent. Heath, Derby.

Powell, James, Gutter lane, Commercial Traveller. Dec 20 at 3 at offices of Dawes, Cannon st. Ladbury, Queen st, Cheapside.

March, Nicholas, Hutton-le-Hole, Durham, Butcher. Dec 11 at 2 at offices of Precor, Silver st, Durham.

Purves, Jane Elizabeth, South Shields, Grocer. Dec 7 at 11 at offices of Duncan and Duncan, Market place, South Shields.

Reddy, Michael, Batley, York, Tea Dealer. Dec 6 at 3.30 at offices of Wolser, Exchange buildings, Commercial st, Batley.

Reed, William, Bishop Auckland, Grocer. Dec 6 at 11 at offices of Maw, jun, High Bondgate, Bishop Auckland.

Richards, David, Aberystwyth, Mineral Water Manufacturer. Nov 29 at 11 at the Tontash, Aberystwyth. Atwood and Son, Aberystwyth.

Robinson, William Thomas, Kingston-upon-Hull, Land Agent. Dec 5 at 12 at offices of Jacobs, County buildings, Kingston-upon-Hull.

Rosser, Walter, Basing, Mon, out of business. Dec 6 at 3 at 2, Morgan st, Tredgar. Harris, Tredgar.

Rotherham, Thomas, Whitwell, Derby, Tailor. Dec 9 at 12 at the Incorporated Law Society's Rooms, Aldine court, Sheffield. Whall, Workop.

Saunders, Phillip, Tottenham court rd, Wholesale Clothier. Nov 30 at 11 at the Ma-on's Hall Tavern, Maccans avenue, Basinghall st. Dobson, Duke st, Albright.

Schfield, Samuel Robert, Cheshire, Cotton Salesman. Dec 11 at 3 at offices of Gooden, Barton arcade, Manchester.

Sharman, William Nelson, Great Yarmouth, late Fishing Boat Owner. Dec 12 at 12 at offices of Blake, Hall Quay chambers, Great Yarmouth. Mosley, Great Yarmouth.

Shires, Frederick, Putney, York, Cabinet Maker. Dec 4 at 3 at offices of Tunnice-hill, Bank st, Bradford.

Simpson, James, Wash-upon-Deans, York, Provision Dealer. Dec 11 at 3 at offices of Maddison, Church st chambers, Barnsley.

Smalley, Robert, Conham, York, out of business. Nov 30 at 11 at offices of Dobson, Gonford st, Middleborough.

Sherrington, Exchange.

Smart, Thos. horn, Arth.

Smith, Arthur of Robins.

Spence, Alf. office of.

Stinchard of the offices of.

Stevens, Alf. office of.

Synce, Mil. General.

Old Jew.

Talton, no.

Chalilison.

Taylor, Du.

Arthur s.

Thompson.

Crown H.

Thompson.

Dec 9 at.

Newcast.

Thurbar.

Dec 10 at.

street.

Tooley, H.

Auction.

Turner, R.

of Lees.

Erie, John.

office of.

Vetley, Jo.

Wood s.

Valley, J.

3 at off.

Walker, J.

3 at Loc.

Wareing.

Parry.

Went, W.

office of.

Webber.

Head l.

Webster.

at 3 at.

Whately.

Dec 5 at.

Wilcock.

White.

Widresp.

Unico.

Williams.

of But.

Withors.

Bone.

Bristol.

Woolley.

Crews.

Wright.

West.

Amshill.

of Le.

Baily.

Unico.

Baker.

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Bishop.

at 10.

Blake.

at 11.

Booth.

at 10.

Bother.

at 10.

Brace.

Dec 10.

Brown.

Dec 10.

Grove.

of Bu.

Fuller.

Dec 10.

Carl.

Dec 10.

Case.

of Cha.

Dec 10.

Sherrington, Robert William, Bedford, Farmer. Dec 4 at 11 at the Corn Exchange, Bedford. Porter, Bedford
 Smart, Thomas, North Shields, Joiner. Dec 5 at 4 at offices of Whitehorn, Camden st, North Shields
 Smith, Arthur, Union st, Borough, Tobaccoist. Dec 3 at 2 at offices of Robinson, Coleman st. Payne, Finsbury
 Sparks, Alfred, Oxford st, Refreshment House Keeper. Dec 4 at 2 at offices of Payne, Hind st, Fleet st
 Sushardier, Otto, London wall, Importer of Glass. Dec 7 at 11 at offices of Goldberg and Landron, West st, Finsbury circus
 Stevens, Alfred, Covent garden market, Fruit Salesman. Dec 9 at 3 at offices of Hicks and Arnold, Wellington st, Strand
 Syms, Millington Henry, St. Luke's rd, Baywater, late a Major-General in H.M.'s Army. Dec 18 at 3 at offices of Lawrance and Co, Old Jerry chambers
 Taiton, Noah, Leet, Stafford, Joiner. Dec 5 at 2.30 at offices of Challinor and Co, Derby st, L.ek
 Taylor, Duncan, Fenchurch street, Tea Merchant. Dec 3 at 2 at 4, Arthur at east. Webb, Queen Victoria street
 Thompson, Elizabeth, Whitby, York, Hotel Keeper. Dec 12 at 11 at Crown Hotel, Flowergate, Whitby. Gray and Pannett, Whitby
 Thompson, Richard White, New-street-upon-Tyne, Bonded Store Dealer. Dec 9 at 11 at offices of Incorporated Law Society, Royal Arcade, Newcastle-upon-Tyne. Inglewood, New-castle-upon-Tyne
 Thorburn, Horace, Great Saffron hill, Farringdon road. Bootbinder. Dec 10 at 2 at offices of Venn d Co, Metropolitan chambers, New Broad street
 Tooley, Herbert, Margate, Licensed Victualler. Dec 5 at 11 at Staner's Auction Mart, High street, Margate. Mercer
 Turner, Robert, Blackrod, Lancaster, Plumber. Dec 7 at 11 at offices of Lees, King street, Wigan
 Urie, John, and Thomas Fenton, Manchester, Joiners. Dec 5 at 3 at offices of Rylance and Barker, Essex street, Manchester
 Verity, John, Wakefield, Stone Mason. Dec 6 at 11 at Royal Hotel, Wood street, Wakefield. D James and Horne, Wakefield
 Wabey, James, Kirby street, Steam Moulding Manufacturer. Dec 9 at 3 at offices of Miles, Edward street, Newcastle street
 Waley, James, Army, near Leeds, Wool Manufacturer. Dec 3 at 3 at Leeds Law Institution, Albion place, Leeds. Teale and Appleton
 Waring, Francis, Preston, out of business. Dec 4 at 11 at offices of Parry, Cannon street, Preston
 Wase, William, Wolverhampton, Licensed Victualler. Dec 6 at 12 at offices of Willcock, Queen street, Wolverhampton
 Webster, John, Bures St Mary, Suffolk, Butcher. Dec 4 at 11 at Queen's Head Inn, Bures St Mary, Cardinal, Hasstead
 Webster, Thomas, Gold Hawk road, Shepherd's Bush, Builder. Dec 6 at 3 at offices of Watson and Co, Bourneville street, Flock street
 Wexley, James, Jan, East New Town, near Birmingham, Designer. Dec 5 at 11 at offices of Eades, Bennett's hill, Birmingham
 Wileck, John, Clitheroe, Lancashire, Ironmonger. Dec 11 at 11 at White Ball Hotel, Church street, Blackburn. Eastham, Clitheroe
 Wilderspin, James, Elsworth, Cambridgeshire, Farmer. Dec 10 at 12 at Unicorn Hotel, St. Ives. Maule and Sons, Huntingdon
 Williams, Thomas, Canton, Cardiff, Grocer. Dec 5 at 12 at Marchioness of Bute Hotel, Great Frederick street, Cardiff. Price, Cardiff
 Wilkoe, William, and Frederick Haines King, Chippenham, Wilts, Bone Merchant. Dec 5 at 2 at White Lion Hotel, Broad street, Bristol. Phillips and Son
 Woolley, Thomas, Rhyll, Flint, Painter. Dec 6 at 3 at Royal Hotel, Crewe. Williams, Rhyll
 Wright, Peter, Glossop, Derby, Grocer. Dec 6 at 3 at Nor'olk Hotel, West Glossop. Davies, Glossop

TUESDAY, NOV 26, 1878.

Amphlett, Harvey, Bristol, Licensed Victualler. Dec 13 at 3 at offices of Lewis, Guildhall, Broad st, Bristol. Hobbs, Bristol
 Bailey, John, Jermyn st, of no occupation. Dec 9 at 2 at 133, Holborn. Lewis, Furnival's Inn
 Baker, Frederick Elliott, Cardiff, Sailmaker. Dec 10 at 3 at offices of Tulse and Co, Crookthorne, Cardiff. Stephens, Cardiff
 Baker, Edward, Southwell, Lincoln, Bricklayer. Dec 11 at 1 at the Royal Hotel, Cleethorpe rd, Great Grimsby. Spurs, Hull
 Baldry, Joseph Charles, Dovercourt, Essex, Linenkeeper. Dec 16 at 1 at the Cups Hotel, Harwich. Pollard, Ipswich
 Barnstable, George, West Huntspill, Somerset, Carpenter. Dec 3 at 11 at offices of Chapman, High st, Bridgewater
 Baylis, George, Spinkbrook, Birmingham, out of business. Dec 6 at 3 at offices of Jacques, Cherry st, Birmingham
 Bedford, Michael John, Halifax, Joiner. Dec 9 at 3 at offices of Wavell and Co, George st, Halifax
 Beetham, William, London, Birmingham, Journeyman Silversmith. Dec 9 at 3 at offices of Buller and Hickley, Bennett's hill, Birmingham
 Bewell, Emily Pamela, Essex rd, End. Dec 5 at 4 at 10, Worship st. Fenton, Highbury
 Biduph, Thomas Winstanley, Stoke-upon-Trent, General Dealer. Dec 4 at 11 at the Swan Hotel, Longton
 Bishop, Edward, Marden, Kent, Farmer. Dec 9 at 3 at the Maidstone Inn, Paddock Wood. Stanning, Tunbridge
 Blakeley, Mark, and George Greenwood, Saville Town, Dyers. Dec 11 at 11 at offices of Fryer, Church st, Derby
 Bloomfield, Henry, Over Darwen, Lancashire, Cabinet Maker. Dec 10 at 3 at offices of Hall, Victoria st, Blackburn
 Botham, Frederick Charles, Haslemey rd, Brompton Manufacturer. Dec 10 at 4 at offices of Willis, Charles sq, Hoxton
 Braeagirdle, William, and Samuel Braeagirdle Jun, Lefwich, Chester. Dec 7 at 11 at offices of Fletcher, Wilmington, Northwich
 Brown, William, Tollerton York, Farmer. Dec 7 at 12 at offices of Munby and Scott, Blake st, York
 Browne, Henry Edward, Wighyham, Sussex, Farmer. Dec 12 at 2 at offices of Woodward, Ingram st, Fenchurch st
 Butler, Thomas, and Frederick Butler, Brixton rd, Surrey, Corn Factors. Dec 12 at 2 at the Guildhall Tavern, Gresham st. Turner, King st, Cheapside
 Carlisle, Matthew, en, Rawdon, York, Joiner. Dec 6 at 4.30 at the Midland Hotel, Wellington st, Leeds. Alkington
 Casey, George, Newcastle-upon-Tyne, Clothier. Dec 4 at 11 at offices of Buss, St Nicholas buildings, Newcastle-upon-Tyne
 Challis, Matthew, Chipstead, Kent, Butcher. Dec 9 at 11 at the Bat and Ball Inn, Sevenoaks. Palmer, Tunbridge

Chapman, Edward George, Elm rd, Brixton, Licensed Victualler. Dec 9 at 3 at the Inns of Court Hotel, High Holborn. Barnet, Palmerston buildings, Old Broad st
 Charles, John, Linsaint, Carmarthen, Grocer. Dec 4 at 2 at offices of Griffiths, St Mary st, Carmarthen
 Cheetham, John, Lincoln, Fishmonger. Dec 7 at 11 at offices of Rex, Broadgate, Lincoln
 Chequer, John, Foxfield, Wilts, Carpenter. Dec 11 at 11 at the Three Swans, Hungerford. Tadmam and Butcher, Hungerford
 Clements, Henry, Hill st, Asorted Water Maker. Dec 11 at 3 at offices of Hicklin and Washington, Trinity sq, Southwark
 Cohen, Elias, Sun st, Finsbury, Sugar Manufacturer. Dec 10 at 3 at Inns of Court Hotel, High Holborn. Lewis and Lewis, Ely place
 Collard, William, Darnley, Derby, Painter. Dec 9 at 1 at offices of Jackson, Market place, Derby
 Commerford, Nicholas William, Swan building, Market st, Printer. Dec 10 at 10 at offices of Brighton and Co, Bishopsgate with out
 Cooper, Robert Charles, West Bromwich, Carpenter. Dec 9 at 11 at offices of Shakespeares, Church st, Oldbury
 Court, Alfred, Birmingham, Druggist. Dec 9 at 11 at the Queen's and London and North Western Hotel, Stephenson place, Birmingham
 Hawkes and Weekes, Birmingham
 Correll, Thomas, Metropolitan Meat Market, out of business. Dec 9 at 2 at offices of Layton and Co, Budge row
 Crumond, John, Hulme, Manchester, Painter. Dec 10 at 3 at offices of Heath and Sons, Swan st, Manchester
 Davidson, William, Newcastle-upon-Tyne, Marble Mason. Dec 5 at 2 at offices of Clark, Grainger st, Newcastle-upon-Tyne
 Davies, John, Newport, Monmouth, Grocer. Dec 7 at 10 at offices of David, Cambria chambers, Trevelack place, Newport
 Davies, Richard, and Mary Davies, Craighy, Montgomery, Farmers. Dec 7 at 11 at offices of Williams and Co, the Bank, Newtown
 Davison, William, Langley Moor, Durham, Builder. Dec 9 at 11 at the Rose and Crown Hotel, Market place, Durham. Chapman, Durham
 Donner, Christian, and Charles Bremner, Great St Helen's, Bishopsgate, Commission Agents. Dec 9 at 12 at offices of Ford, Cheapside
 Saunders and Co, King st, Cheapside
 Doughty, William, Birmingham, Bootmaker. Dec 11 at 3 at offices of Buller and Hickley, Bennett's hill, Birmingham
 Drury, Samuel, Leatherhead, Surrey, Cattle Dealer. Dec 13 at 4 at the Duke's Head Inn, Leam ridge. Marshall
 Dyer, Charles, Bristol, Oil and Colour Man. Dec 7 at 11 at offices of Andrews, Nicholas st, Bristol. Roper, Bristol
 Edmunds, John Joseph, Bournemouth, Coach Builder. Dec 9 at 2 at offices of Abridge and Sharp, Wesover villa, Bournemouth
 Elliott, William Duke, Brighton, Furniture Broker. Dec 14 at 12.30 at 145, Cheapside. Goddard, Brighton
 Evans, William Henry, Hulme, Lancashire, Grocer. Dec 12 at 3 at offices of Addleshaw and Warburton, Norfolk st, Manchester
 Farquhar, George, Savaze gardens, Crutched Friars, Commission Agent. Dec 17 at 3 at 111, Chas. side, Leeds and Co, Ironmonger Lane
 Foreman, Ebenezer, Lovelhurst, Kent, Farmer. Dec 11 at 3 at offices of P and P, Cranbrook. Peterson and Peterson, Bu 7 st, St James's
 Fothergill, William Henry, Newcastle-upon-Tyne, Licensed Victualler. Dec 10 at 3 at the Incorporated Law Society, Ryal arcade, Newcastle-upon-Tyne. Phillips
 Froude, Robert, Cheetham, nr Manchester, Plumber. Dec 9 at 3 at offices of McEwen, Lloyd st, Manchester
 Gamble, Greenwood, Leeds, Grocer. Dec 7 at 11 at offices of Simpson and Burrell, Albion st, Leeds
 Glass, Henry Alexander, and Joseph Holding, East Greenwich, Kent, Forge Contractor. Dec 10 at 2 at offices of Gorton, Bedford row
 Gorbatt, John, South Shore, Blackpool, Builder. Dec 11 at 3 at offices of Stannard, Fox st, Preston
 Green, John, Toddlington. Stephenson and Sons, Luton
 Greenwood, William, Brighthelm, York, Cabinet Maker. Dec 9 at 3 at the George Hotel, Brighthelm. Tennant and Rayner, Brighthelm
 Hackett, Arthur Tonkin, Birmingham, Provision Dealer. Dec 4 at 2 at offices of Hicks, Globe rd, Mile End
 Hansan, Eli, Burnley, Engineer. Dec 6 at 12 at the Mitre Hotel, Cathedral st, Manchester. Knowles, Manchester
 Harper, William, Brompton-street, Great Manufacturer. Dec 12 at 2 at 16, Wardwick, Derby. Biggs, Derby
 Harris, David, Bridgend, Glamorgan, Builder. Dec 10 at 12 at the Castle Hotel, Bridgend. Randall, Bridgend
 Hart, John, Barrow-in-Furness, Baker. Dec 13 at 11 at the Imperial Hotel, Barrow-in-Furness. Garrett, Barrow-in-Furness
 Heal, James Blackmore, Nyncehead, Somerset, Yeoman. Dec 4 at 12 at Midler's Hall Moon Inn, Welling on. Davis, Welling on
 Hemson, Charles Francis, Kinnerton st, Kilgus-bridge, Milk Dealer. Dec 3 at 3 at 17, Worship st, Finsbury. Fenton, Highbury
 Holdsworth, Will m, Harries st, Paddington, Builder. Dec 3 at 3 at 310, City rd, Leighton. Popham, Vincent terrace, Leighton
 Holt, John Edmund, Kidderminster, Coach Builder. Dec 9 at 3 at the Bank buildings, Kidderminster. Crowther
 Howarth, John Benjamin, Southsea, Hampshire, Boat Seller. Dec 6 at 12 at 145, Cheapside. King, Portsmouth
 Ibbison, James, Vicar's Croft, Leeds, Fruit Merchant. Dec 9 at 3 at offices of Hayes and Co, Britannia buildg, Oxford place, Leeds. Bouton, Leeds
 Irving, Robert, Aspatris, Cumberland, Tailor. Dec 9 at 11 at the Lamb Inn, Scotch st, Lewes, Wiston
 Jackson, Charles, Kingston, Landryman. Dec 9 at 2 at offices of Gascoigne, Essex st, Strand
 Jones, David Jenkin, Cardiff, Publican. Dec 5 at 11 at offices of Morgan and Scott, High st, Cardiff
 Jones, John, Tlason, Licensed Victualler. Dec 10 at 3 at offices of Stokes and Harper, Priory st, Dudley
 Kaufman, Joseph David, Sunderland, Jeweller. Dec 12 at 11 at offices of Hines and Son, West Sunnyside, Sandfield
 Kirby, John James, and John Scholtes, Hattersfield, Joiners. Dec 9 at 3 at the Plough Inn, Westgate, Huddersfield. Drake, Huddersfield
 Lakeman, Isaac Henry, Kenton st, Branshaw sq, out of business. Dec 11 at 11 at offices of Harcourt, King's rd, Bedford row

Levi, Mendel, Manchester, Picture Frame Maker. Dec 11 at 3 at offices of Horner, Corporation st, Manchester.

Littlewood, George, Sheffield, Brass Caster. Dec 6 at 3 at offices of Binns, Flag chmtery, Sheffield.

Louise, John Charles, and James William Lowrie, Stewart st, Poplar, Job Masters. Dec 10 at 2 at the Corn Exchange Hotel, Mark Lane.

Macachlan, Dugald, Newcastle-upon-Tyne, Draper. Dec 9 at 2 at offices of Wallace, Hutton chambers, Pilgrim st, Newcastle-upon-Tyne.

Marsden, John, Werthington, Lancashire, Builder. Dec 14 at 11 at offices of Lees, King st, Wigan.

Mar h, Jesse, Buxton, Lerby, Builder. Dec 9 at 3 at offices of Meggison, Terrace rd, Buxton.

Moore, John, Batley, York, Grocer. Dec 6 at 10 30 at offices of Booth and Son, H-nover st, Batley.

Moresby, Henry, Aldermanbury, Warehouseman. Dec 16 at 3 at offices of Chandler, Coleman st.

Morgan, Maria, Newchurch, East, Mon, Miller. Dec 10 at 2 at offices of Griffiths and Son, Beaufort sq, Chepstow.

Morrell, Samuel, Chorlton-upon-Medlock, Joiner. Dec 9 at 3 at offices of Booth, Cooper st, Manchester.

Mowat, Alexander, Green lanes terrace, Highbury New Park, Commission Agent. Dec 5 at 3 at the Guildhall Tavern, Gresham st.

Musshall, Donald, Birmingham, Picture Frame Manufacturer. Dec 10 at 3 at offices of Maher and Poncia, Upper Temple st, Birmingham.

Naylor, Wesley, Barrow-in-Furness, Butcher. Dec 6 at 11 at the Imperial Hotel, Barrow-in-Furness.

Naldar and Sanders, Barrow-in-Furness.

Nett, John (and not Mott, as erroneously printed in last Gazette), Worcester, Commission Agent. Nov 30 at 1 at the Saracen's Head, Tythinge, Allen and Beauchamp, Worcester.

Nye, William, Brighton, Fruiterer. Dec 11 at 2 at offices of Clennell and Fraser, Great James st, Bedford row.

Oliver, William, and Margaret Oliver, Choppington Guide Post, Northumberland, Grocers. Dec 9 at 3 at offices of Nicholson, Bridge st, Morpeth.

Oram, Elizabeth, Upp r st, Islington, Trimming Seller. Dec 10 at 2 at offices of Montagu and Co, Gray inn sq.

Orell, Andrew Paul, Over Darwen, Drysalter. Dec 6 at 11 at offices of Hall, Bolton rd, Over Darwen.

Parker, John, Birmingham, out of business.

Parker, William David, New Town, Deptford, Bootmaker. Dec 18 at 2 at offices of Grueber and Jeram, Railway approach, London bridge.

Patchett, Edwin, Sloat Warley, Halifax, Berseller. Dec 7 at 11 at offices of G-rard, Barum top, Halifax.

Pickering, John, Upton Heath, nr Cheshire, Road Surveyor. Dec 9 at 2 at offices of Horabin, Watergate st, Cheshire.

Pinchett and Co, Cheshire.

Poulson, Edwin, Keighley, Grocer. Dec 7 at 11 at offices of Neill, Scott st, Keighley.

Probyn, John, Surherland Howell, Bury St Edmund's, Surgeon. Dec 9 at 12 at 81, Guildhall st, Bury St Edmund's.

Pruett, Charles, Swinford, Leice ter, Farmer. Dec 9 at 12 at the Railway Inn, Roxby.

Pugh, George, Denton, Lancashire, Grocer. Dec 10 at 3 at the M tre Hotel, Cathedral steps, Manchester.

Pyrath, Thomas, Higierholme, nr Halifax, Painter. Dec 10 at 3 at offices of Storey and Ellis, King Cross st, Halifax.

Randall, Robert, and Thomas Randall, Brighton, Stationers. Dec 10 at 1 at 145, Cheapside.

Rees, Herbert, Yoden, Pent-e Rhondda Valley, Glamorgan, Grocer. Dec 10 at 1 at offices of Collins, Bond st, Bristol.

Robertson, Joseph, Liverpool, Ship Chandler. Dec 9 at 11 at offices of Pierce, Castle st, Liverpool.

Rumbold, George John, Little Queen st, Camberwell, Oven Builder. Dec 7 at 3 at offices of Ody, Camberwell park, Camberwell.

Russell, George, sen, and George Russell, Jun, Kirby Moorside, York, Agricultural Implement Makers. Dec 10 at 11 at offices of Harrison, Kirby Moorside.

Rustonjee, Walter Wallace, Carlsholm, Sarre, Hotel Keeper. Dec 7 at 12 at offices of Harrison, Fawke's buildings, Great Tower st.

Sale, Joseph, Findern, Derby, Farmer. Dec 10 at 12 at the Bell Hotel, Sadlergate, Derby.

Savage, William, Southall, Middlesex, Licensed Victualler. Dec 10 at 3 at the Townhall, Brentford.

Scott, William, Kingsnorth, Kent, Farmer. Dec 7 at 10 at the Saracen's Head Hotel, Ashford.

Senior, Joseph, Hollingworth, Cheshire, Draper. Dec 9 at 3 at the Commercial Ins, Melbourne st, Saleybridge.

Sharrett, William, Eaton Bray, Bedford, Builder. Dec 7 at 12 at the George Hotel, Luton.

Sheppard, Frederick Charles, Carlisle, Turkish Bath Proprietor. Dec 9 at 3 at 33, Bank st, Carlisle.

Sivester, John, Goole, Inkeeper. Dec 10 at 3 at the North Eastern Hotel, Goole.

Sladdin, James, Ha ife, Fish Dealer. Dec 6 at 11 at offices of Longbottom, Nurrigate chambers, Halifax.

Stater, Henry, Langho, Lancashire, Licensed Victualler. Dec 9 at 3 at offices of Hutchinson, St John's chambers, Victoria st, Blackburn.

Smith, Christopher, Knayton, York, Farmer. Dec 9 at 11 at the King's Arms Hotel, Northallerton.

Smith, Thomas, and Sidney Smith, Blackburn, Dealers in Ironmongery. Dec 13 at 11 at the Wheatshed Inn, Fennel st, Manchester.

Smith, William, Bradford, York, Joiner. Dec 10 at 3 at the Creditor's Association, Parkinson chambers, Market st, Bradford.

Stewart, John, Kelsay, Manchester, Bradford, Concrete Floor Layer. Dec 6 at 11 at offices of Lowry, South parade, Leeds.

Stoddards, Frank, Walton nr Liverpool, Agricultural Engineer. Dec 10 at 12 at offices of Eddy, Lord st, Liverpool.

Stoddards, William, Liverpool, Wholesale Jeweller. Dec 9 at 2 at offices of Gibson and Co, South John st, Liverpool.

Takker, William, Milton, Wilts, Blacksmith. Dec 12 at 11 at offices of Goulter, Hungerford.

Taylor, James, Worth, Sussex, Builder. Dec 6 at 2 30 at offices of Fearless and Beeching, Turbridge Wells.

Taylor, William, West Monkton, Somerset, Farmer. Dec 9 at 2 at the R ilway Hotel, Railway Station, Taunton.

Tenner, Joseph Samuel, North K ilsey, Lincoln, Butcher. Dec 9 at 11 at offices of Hett and Co, Brigg.

Thompson, James, Over Darwen, Lancashire, Schoolmaster. Dec 6 at 11 at offices of Radcliffe, Clayton st, Blackburn.

Tucker, Henry, Plymouth, Accountant. Dec 6 at 11 at offices of Greenway, Frankfort st, Plymouth.

Unwin, Thomas Charles, Arabella row, Pimlico, Milliner. Dec 12 at 2 30 at offices of Wills and Watts, F t st.

Walmsey, John, Bradford, Carver. Dec 6 at 11 at offices of Singator, New Booth st, Bradford.

Wares, Morrison, Gateshead, Bootmaker. Dec 7 at 11 at offices of Pybus, Dean st, Newcastle-upon-Tyne.

Wearing, James, and Henry Robinson Wearing, Ulverston, Lancashire, Joiners. Dec 9 at 11 at the Temperance Hall, Ulverston.

Webb, Alfred Frederick, Curry Rivell, Somerset, Builder. Dec 5 at 12 30 at the Langport Arms Hotel, Langport.

Westworth, William, Preston, Cabinet Maker. Dec 9 at 3 at offices of Forshaw and Parker, Cannon st, Preston.

Whibley, Albert George, Horsenden, Kent, Farmer. Dec 11 at 11 at the Crown Hotel, Tunbridge.

Whithead, Albert Job, Rochdale, Travelling Drapery. Dec 6 at 2 30 at offices of Brice, Batt's avenue, Rochdale.

Whibley, Frederick William, Sea, Kent, Farmer. Dec 11 at 2 at the Crown Hotel, Tunbridge.

Whibley, James William, Seal, Kent, Farmer. Dec 11 at 4 at the Crown Hotel, Tunbridge.

Wigzell, Frederick, Bristol, Hairdresser. Dec 6 at 12 at offices of Gwynn and Co, All Saints' court, Bristol.

Williams, James, Llanfair, Abergavenny, Timber Merchant. Dec 12 at 3 at offices of Tribe and Co, Crookherstown, Cardiff.

Wise, Walter, Warwick st, Pimlico, Fruiterer. Dec 9 at 3 at offices of Swaine, King st, Cheap-side.

Youner, George, Oswaldtwick, York, Market Gardener. Dec 6 at 10 at offices of Crumbe, Stonegate, York.

Young, Linton, Cornhill, Shipowner. Dec 9 at 2 at the Galfrith Coffee house, Gresham st.

Pritchard and Marshall, King William st.

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